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BARNSTABLE TOWN RECORD

VOLUME 1

1643 - 1714

**A FOREWORD
&
PART A**

2003 TRANSCRIPTION

by

EBEN LENNART JOHNSON, Ph.D.

This book presents a preservation transcription
completed in compliance with the copyright laws
of the United States of America.

The oldest extant copy of the Barnstable Town Record, Volume 1,
is a 1736 transcription in the custody of the Office of Town Clerk,
Town of Barnstable, County of Barnstable,
Hyannis, Massachusetts, 02601.

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Part A of this volume duplicates a transcription of a portion of the Barnstable Town Record, Volume 1, prepared by Mary R. Lovell in 1895 from the 1736 archival copy of that volume. This present transcription of the Lovell copy was completed in 2003 by Eben L. Johnson.

Parts B & Part C of this volume present a transcription of the remainder of the Barnstable Town Record, Volume 1, and were taken directly from the 1736 archival volume; it was completed by Eben L. Johnson in 2007.

FOREWORD

It might be said that the founding of Plymouth Colony and its descendant communities began with the signing of the Mayflower Compact, the document that forged a political body which would enact the laws and ordinances integral to greater self-governance. The journey to the "New World" enabled the Pilgrims to cast off a yoke of oppression and thereby gain freedom. But in less than two decades, Plymouth had experienced such remarkable growth that it was transformed from a tenuous, starving plantation into a viable settlement that had achieved a great deal of economic, social and religious stability; yet, this generated a new set of difficulties. Population pressures were increasing, and many colonists felt a need to look elsewhere for more suitable places to carry on their livelihood. The Warwick Patent had given Plymouth political jurisdiction over Cape Cod, and by 1640 the Cape had become a major focus for expansion as it attracted settlers from both within and beyond the colony's geographic boundary. The arable uplands and broad coastal marshes of Cape Cod presented promising prospects for carrying on the agrarian traditions which the sons of England brought with them. From its beginning, the Town of Barnstable was an important outpost within Plymouth Colony, and it continued to be a vital asset of that Colony until 1691 when Plymouth became absorbed into the new Massachusetts.

In the truest sense, history has neither beginning nor end; it is a continuum bounded only by human perception, understanding or interest. We who inhabit Cape Cod tend to associate the beginning of its history with the arrival of the Pilgrims in November 1620, but that event was not either a beginning or an end; it was simply a transition from what had been to what would be. The Pilgrims were an ordinary people; courageous persons seeking to escape the oppression and confines of a stratified society, persons of conviction who held to a vision of a new world in which they could exercise greater control over their destiny. Whether their arrival marked a beginning or an end of their struggles depends entirely upon perspective.

The archival Volume 1 of the Barnstable Town Record, preserved in the Office of the Town Clerk, appears to have had its beginning during the first half of the 18th Century, when, in 1736, the Townsmen voted

“ . . . that ye old Town Book as to ye Articles Contained in the the Same to be of future Use be Transcribed by ye Town Clerk into a New Book to be procured by him with as much Speed as Conveniently May.”

(BTR 1:1)

, , , but this entry into the “New Book” harkens back to an even older volume that dated back to the 17th Century:

“the 15 Octr 1649 [. . .] ordered by ye inhabitants [. . .] That Henry Cob, Isaac Robinson, Thomas Lothrop & Thomas Hinkley do pursue ye old Town Book — Record Such Material Useful Orders as they find therein In to this Town Book and ye Rest in ye old Book to be Cancelled by them.”

(BTR 1:1)

Such culling undoubtedly removed much information from the historic record, for what has remained reflects the value judgments of those who extracted “Such Material Useful Orders” as they found, and allowed “ye Rest in ye Old Book to be Cancelled” Yet, such is the way all history has been recorded.

The original “old Town Books” have long since vanished, but the “New Book” has descended to the present and enables us to trace historic threads; it reveals the names of the earliest town’s men, the deeds of purchase for lands acquired from native inhabitants, the allocations of land among the early settlers, the deeds and grants of meadows, uplands and meeting house pews –it must not be forgotten that social customs, religious practices and local laws were very much intertwined in the 17th Century Colony of New Plymouth, Province of New England in America. It is Part A of this extant archival volume that has been, and continues to be, the major source book for information regarding 17th Century Barnstable, for it transcribes the selected town records from 1643 through 1714 and provides insight into the nature of the Town’s corporate acts as well as it citizens.

Volume 1 of the Barnstable Town Record does not present a continuous flow of information spanning a specific interval of time; rather, it contains three disparate sections, each unrelated to the other. This latter quality enabled the copyist to divide Volume 1 into three parts:

Part A . . . covers pages 1 - 143 of the archival volume;
it contains significant historical information
from the 17th and early 18th Centuries.

Part B . . . presents pages 144 - 376 of the archival volume;
it includes a variety of documents dealing with
such minor topics as partition fences, meeting
house pews, town boundaries and rosters for
the 19th Century militia.

Part C . . . covers pages 377 - 432 and is devoted exclusively
to transcribed genealogical information from the
17th Century.

That a single volume of the Town Record contains three such disparate segments clearly indicates that the volume does not represent a unified book of records presenting a continuum of information. To the contrary, the final entries of part A can be correlated with, and are duplicated in, a separate volume of the Town Records, a volume titled the Proprietors' Records. The most plausible explanation for this situation might be that once the Division of Common Land was underway (circa 1705), a new volume was begun to consolidate the details of that division. Subsequently, the unused pages in the older volume could have been utilized to record less significant information (Part B) or to consolidate statistical information from other record books (Part C).

Part A of the archival Volume 1 was precisely copied in 1895 by Mary R. Lovell so that the ancient 1736 volume would be spared the wear and tear of frequent use. During that transcription both the archaic spellings and obsolete script were modernized, but no substantive changes were made to the text. Because the 1895 transcription, which itself is now well worn, was well suited to a line-by-line transcription, it was used as the reference for this present copy; the oversized dimensions, cramped script and physical condition of the archival volume precluded this possibility. Furthermore, general use of the 1895 edition for more than one hundred years has demonstrated its precision. This 2003 transcription of the 1895 copy is a line-by-line duplication and

conveys the page numbering of that edition; the text of this transcription has been annotated in the margin to convey the pagination of the archival volume. All 319 pages of both the 1895 edition and the present copy have been carefully proof read against one another and the 1736 volume. All the eccentricities of 17th Century spelling, punctuation and grammar, which were so skillfully transferred into the 1895 edition, have been retained in the present volume.

Part B of this contemporary edition was transcribed directly from the 1736 edition and presents a page-by-page copy which reflects the pagination of the original volume. Again, all spelling, punctuation and grammar are presented as they appear in the original volume; their form strongly suggests that Part B was entered into Volume 1 very late in the late 18th Century and early 19th Centuries and bears no connection to Part A of the same volume.

Part C of this edition also was copied directly from the archival Volume 1, and the pagination duplicates that encountered in the archival volume. Unfortunately, the script in the archival volume is so minute and cramped that it was not possible to prepare a line-by-line, page-by-page transcription of Part C.

The present writer wishes to extend his most sincere thanks to Linda Hutchenrider, Town Clerk for Barnstable, and to every staff member in that office, for the courtesy, encouragement and patience shown through all phases of this project; indeed, they are a wonderful team.

The preparation of this transcription of Barnstable Town Record, Volume 1, was a voluntary task completed by Dr. Eben Lennart Johnson, Professor Emeritus of Cape Cod Community College, West Barnstable, Massachusetts. Twenty three copies were prepared for distribution among the following:

- | | |
|---|---|
| A single copy to each of the village libraries in the Town Barnstable. | A single copy to the library at Cape Cod Community College, Bridgewater State College, the MA Historical Society and the archives of the Commonwealth of Massachusetts. |
| A single copy to each of the libraries at Yarmouth, Sandwich, Mashpee, Falmouth and Plymouth. | Two copies to the Office of Clerk, Barnstable, MA. |

A single copy to each of the
libraries at the University of
Massachusetts at Amherst,
Rehoboth and Boston.

Two copies to the transcriber.

The funds required for photocopying, binding, digitally scanning and distributing copies of this transcription were graciously provided through a grant from the Community Preservation Committee of the Town of Barnstable in August 2008.

The Town of Barnstable has a rich but very much overlooked history. Its relationship to the parent settlement at Plymouth, the roles its citizens played in challenging the King's authority, as well as the local interplay among its inhabitants as they sought to develop the Town, are just beginning to be more widely recognized. It is sincerely hoped that making this transcription of the Barnstable Town Record, Volume 1, available to a greater number of citizens will enable more persons to develop greater insights, deeper understandings and fuller, more valid perceptions of a small segment of this Town's rich history.

BARNSTABLE TOWN RECORD

VOLUME 1

PART A

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[The archival copy of the Barnstable Town Record, Volume 1, secured in the Office of the Town Clerk, bears the following inscriptions.]

[On the binding] **Births, Deaths, Marriages**
 1643 - 1714
 Vol 1
 Town of Barnstable

[This title is a misnomer since it applies only to Part C of the contents.]

[On the first page] Rebound in June 1847
 per order of the Selectmen
 Nathaniel Hinckley Selectmen
 Daniel Basset of
 Thomas Stetson, Jr. Barnstable

 Ferdinand G. Kelley, Town Clerk

 Rebound July 1924

[The initial page of the 1895, Mary R. Lovell transcription of Part A of the Barnstable Town Record, Volume 1, bears the following inscription.]

“Then personally appeared Mary R. Lovell copyist, and acknowledged that she has carefully and to the best of her ability copied the original volume one of the Records of the Town of Barnstable of which the following within bound volume is said copy; and also personally appeared Gustavus A. Hinckley and acknowledged that he together with Annie C. Emery of Provincetown, Mass. has carefully and to the best of his ability compared the said copy with the said originals.”

Mary R. Lovell
Gustavus A. Hinckley

Barnstable SS January 24, 1895

“Then appeared Mary R. Lovell and Gustavus A. Hinckley and made oath to the foregoing statement Before me”

Charles F. Parker
Justice of the Peace

The transcription of the 1895

Mary R. Lovell

replication of the 1736 edition of the

BARNSTABLE TOWN RECORD, VOLUME 1

1: 1

At a Meeting of ye Inhabitants of the Town of Barnstable June 30th John Thacher Esq^r Moderator.

Then Voted that ye old Town Book as to ye Articles Contained in the Same to be of future Use be Transcribed by ye Town Clerk into a New Book to be procured by him with as much Speed as Conveniently May.

Barnstable Town Book Anno 1736

bought pr David Crocker

Town Clerk	£	s
pretium	3	12

the 15 Octo^r 1649.

ordered by ye Inhabitants

That Henry Cob, Isaac Robinson, Thomas Lothrop & Thomas Hinkley do peruse ye old Town Book — Record Such Material Useful Orders as they find therein In to this Town Book and ye Rest In ye old Book to be Cancelled by them.

This 18 of Feb. 1658 at a Meeting of Thomas Hinkley, Henry Cob, Isaac Robinson and Thomas Lothrop for perusing ye old Town Book & Recording Such Material Useful Orders as they find therein into this Town Book Cancelling ye Rest found In ye old according to an Order bearing Date Octo^r 15, 1649.

In persuing thereof they find as followeth Viz.

Impr. a grant of a great Lot to Mr. Dimock with Meddow adjoining at a Little Running Brook at ye East End of this plantation Toward Yarmoth which Lands is in ye present possession of George Lewis Sen^r Let and farmed out to him for Some Certain years by ye S^d Mr. Dimocke.

Also an Order bearing Date 13 Jan^{ry} 1641 Impowe=
ring Thomas Lothrop & Bernard Lumbarde to
be Land Measurers to Lay out all ye Lands
which ye Several Inhabittants are to Have Laid
out and to bound them with Stakes Sufficient
& to have 1^d per acre for ye upland & 2^d per
acre for ye marsh ye parties whose Land
is to be laid out being to Accompany ye
Measurers.

also an order bearing Date ye 20 of 3rd Mo
1640 that no Inhabitants Within This plan=
tation Shall Make Sale of his house or any of
his lands before he hath offered it to ye In=
habitants & In Case ye plantation buy it
then to provide a purchaser whom ye Town
Shall approve of & if ye Town Do not provide
a Chapman In two Months he may sell it
to whom he will.

also an Order bearing Date ye 5th of January
1643 that ye Commons Shall belong to ye
present Inhabitants & to whom ye Town Shall
think fitt.

which Inhabitants then on Record Were as
followeth on ye nex Leafe of this Book.

- 1: 2 The 28 July 1662 ordered That Thomas Hinkley.
Ensign Bernard Lombard, Tristram Hull, Thomas
Lothrop are Impowered by ye Town to attend ye
Coming of Mr. Alden and Major Winslow About
ye grant of our Enlargement at South Sea & to
Make provision for them & to act with them as
ye Matter May Require and the Town to bear
ye Charges thereof as also to make ye best plea
they can in any Controversy y^t May Arise between
The Indians and This Town.

At a Town Meeting the 3^d of October 1662 Ordered and agreed by ye Town that the Sons of all ye present Inhabitants Shall Successively be Recorded Inhabitants and allowed Equal Town priviledges In the Commons and Such other priviledges as belong to the Present Inhabitants as a Township at ye Day of their Marriage or the age of twenty four years which Shall happen first & it is farther Agreed That these following be admitted Inhabitants.

John Howland, James Cob, Sam^{el} Fuller Son of Sam^{el} Fuller Sen^r, Daniel Stewart, Jabez Lumbard, Thomas Ewer, John Serjant, Sam^{el} Fuller Son of Left Fuller, Joseph Benjamin, John Lewes, Sam^{el} Bacon, James Hamblin, Sam^{el} Hicks, Edward Coleman, Sam^{el} Norman, Edward Lewes, John Crocker, Nicholas Bonham, Thomas Lumbard, Caleb Lumbart

& Anno 1666

Dolar Davis, Jedediah Lumbart, Sam^{el} Annable, Sam^{el} Hinkley, Joseph Hallet, Melitiah Lothrop, John Phinney, G^odd Otis, Nathaniel Goodspeed, John Fuller.

At a Town Meeting ye 27th of October 53 ordered that ye Land Measurers Shall Lay out Jonathan Hatch Land as they Shall Conceive Most Convenient for him & Least prejudicial to ye other Inhabitants who are to have their Lotts Laid out Afterward

ye 25th of June 1657 ordered by ye Inhabitants y^t Bernard Lumbard, Thomas Lothrop, Thomas Hinkley & John Smith be Authorized by ye Town with full power to act In Issuing ye Difference Lying In Dependance between This Town and the Indians at South Sea Either by Reffering it to two Magistrates; or otherwise as in y^r best Discretion they Conceive May be Most

Beneficial to ye Town & ye Town to bear ye Charge thereof.

Whereas Nathaniel Bacon, Thomas Huckens, Thomas Lewes & Nicholas Davis Upon an agree=ment between them and Yarmoth Men about ye Running ye Line at Sea between them and this Town made Choice of Mr. Thomas Prince Esq^r, Richard Higgins of Eastham & Richard Chadwel & Richard Bourn of Sandwich to Issue ye S^d Diference of the Line, This Town Doth aprove ye Same and Intrust ye Afore^{sd} Men Viz- Nathaniel Bacon Sen^r to procure it done.

23 Feb. 1662 at a Town Meeting ordered that Nathaniel Bacon & Tristram Hull Shall Joyn with those whom ye Court Shall Appoynt for ye purchasing Yannos Lands for Commons for ye Town & to take ye First Oppertunity they Can for the Effecting thereof & ye Town to pay ye purchase.

1: 3 The Names of ye Inhabitants of Barnstable
 Anthony Annable, Abraham Blish, Thomas Shave, John Crocker, Doller Davis, Henry Coxwel, William Betts, Robert Sherly, Thomas Hatch, John Cooper, Austin Bearse, William Crocker, Henry Bourn, Henry Coggin, Lawrence Litchfield, James Hamblin James Cudworth, Thomas Hinkley, Isaac Robinson, Sam^{el} Jackson, Thomas Allin, Mr. John Mayo, Mr. John Bursley, John Casly, William Casly, Robert Lynnel, Thomas Lothrop, Thomas Lumbar, Mr. John Lothrop, John Hall, Henry Rowley, Isaac Wells, John Smith, George Lewes, Edward Fitts Randle, Bernard Lumbar, Richard Goodspeed, Henry Cob, Thomas Huckens, John Scudder, Samuel Mayo, Nathaniel Bacon, Richard Foxwel, Thomas


Dimocke, Sam^{el} Hinkley.


also It was farther ordered That the Commons were Intayled to ye House Lotts p^r nos. Thomas Hinkley, Henry Cob, Isaac Robinson, Thomas Lothrop.

also an order bearing Date 26 1st month
1640

It is ordered and agreed by ye general Consent of ye Inhabitants that ye Lands Within this plantation both Meddows and Upland Shall be Divided by this Rule Viz one third part to Every house Lot Equally one third to ye Number of names y^t are unmoveable and ye Other third According to Mens Estates.

August 26 1644

Witness these presents that I Serunk Indian now Dwelling at South Sea do Sell and Make Over into ye Town of Barnstable all ye S^d Lands an Meddows Lying betwixt ye bounds of Sandwich and ye bounds of Prexit another indian in Consideration of four Coats & three axes in witness Whereof I have hereunto Set My hand ye day and year above Written
the mark  Of Serunk

Witness Thomas Dimock
The Mark of  Anthony Annable
Henry Cob, Thomas Allen, John Smith
Lawrence Willis.

This is a True Coppy taken out of ye original Deed Compared & Entered

Ita: Attest Thos Hinkley Scriba & Assist^t

at a Town Meeting ye 15 of May 1655
ordered by ye Inhabitants y^t their Deputies with Such other Towns men as go to Court Shall have power to Commit ye Issuing of ye


Difference Depending between themselves and
ye Indians as Also the Setling of ye Bounds
of ye Lands to ye Determination of Capt.
Standish or Mr. Hatherly.

15 October 1649

granted by ye Town a parcel of Meddow
to G^{dd} Fitts randle Lying against ye Side
of his great Lott

1: 4 Whereas the Inhabitants of ye Town of
Barnstable were Ingaged to Satisfye
Nepoyetum For that Land of his which is
possessed by S^d Inhabitants & for the better
Dispatch thereof appointed Mr Thomas
Dimocke & Isaac Robinson for to treat &
Conclude fully and absolutely with the
said Nepoyetum for his full satisfaction
and payment for ye Said Land for and
in ye behalf of ye Said Inhabitants

These presents therfore Witness a full and
absolute Agreement between ye Said Mr
Thomas Dimocke & Isaac Robinson In be=
half of ye S^d Town on one part; and
the S^d Nepoyetum on the other part Viz -
that the S^d Nepoyetum Rest himself fully
Satisfied for ye S^d Land for and In Con=
sideration of their making him three score
Rod of fence in ye Range of ye General
fence which goeth to Stony Cove near un=
to a Certain parcel of Ground which the
S^d Nepoyetum possesseth and of two Coats
& one Days plowing In breaking up of ground
already In hand paid In witness where of
they have here unto set their hands Respect=
ively the 7th of March 1647.

The mark  of Nepoyetum.

Thomas Dimock, Isaac Robinson Witness

Thomas Hinkley

Mark  of Tauomicus

An agreement made this 17th Day of May 1648 between Paupmumuck with ye Consent of his Brother and all ye Rest of his associates on one part & Capt Myles Standish In ye behalf of ye Inhabitants of Barnstable on ye other part as followeth Viz.

That ye said Paupmumuck hath with the free and full Consent of his S^d Brother and Associates freely fully and Absolutely Bargained & Sold unto ye Said Capt. Myles Standishe In ye behalf & for ye use of ye Inhabitants of Barnstable afore s^d all his and their Right Title & Interest In all his and their Land Lying and being within ye precincts of Barnstable Afore s^d facing upon ye Sea Commonly Called ye South Sea butting home to Yanno his Lande Eastward and a Little beyond a Brook Called ye first Herring Brook Westward & to Nepoyetums & Seaquunncks Land Northward (Excepting thirty acres which he ye S^d Paupmumucke hath Retayned to ye proper use and behoof of himself Brother and Associates) for and in Consideration of two Brass Kettles and one Bushel of Indian Corn to be Duely & truly paid unto him ye S^d Paupmumuck by ye S^d Inhabitants of Barnstable between ye Date hereof & November next ensuing also one half part of so much fence as will fence In ye thirty Acres of Land Afores^d for ye S^d Paupumumuck to be Duely and Truly Made by ye Inhabitants Afores^d by ye Last of April Next Ensuing ye Date hereof also ye S^d Paupumucke and his Associates Shall have free Leave and Liberty to hunt in ye S^d Lands provided they give Notice to ye Said Inhabitants before they Set

any Traps as Also Carefully & Diligently to See all their Traps Every Day that so In case any Cattle are Caught or Intrapped therin They Shall Speedily Let them out and Acquaint ye S^d Inhabitants forth with thereof and also to acquaint them if they perceive any Cattle to have Broken out of their traps before they Come unto them all which Conditions In Case they Do not Carefully Observe they Shall pay whatsoever Damage comes to any Mans Cattle through their Default herin In Witness of all and Singular ye premises hereof they have hereunto Set their hands ye Day and Year above Written Witness Thomas Hinkley. Myles Standish.

1: 5

The first of February 1648
It is agreed of by ye general Consent of ye Town that Henry Cob & Isaac Robinson Shall have power and authority to agree and Bargain with Paupumumuck about ye fence that was to be done at ye South Sea & the Town doth bind themselves to ye performance of their agreement

An agreement made ye 7th of Feb 1648 between Paupumumuck of ye Sachem of ye South Sea & Henry Cob & Issac Robinson of ye Town of Barnstable on ye other side as followeth Viz

Wheras by a former agreement ye 17 of May 1648 the Town of Barnstable was to make for Paupumumuck the one half of the fence of 30 acres of Ground as part of ye payment that the town was to pay to ye afores^d Paupumumuck & his Associates for their Right and Interest In all their Lands as ye Contract made ye 17th of May 1648. Now I the s^d Paupumumuck do wholly & fully Relinquish and free ye Town of Barnstable of Making any fence as Like=

wise from ye Bushel of Corn In which Con=
sideration the Town is to pay to ye Afore S^d
Paupumumucke one great Brass Kittle of Seven
Spans in Wideness Round About & one broad
Howe to be Duely and Truly paid the Said
Paupumumucke within this twelve Months & I
the S^d Paupumumucke Do bind Myself to free the
town from any Damage that may any way be=
fall ye Town for not Doing ye fence Afore s^d
by any of my Associates & whereas formerly
the bounds of S^d Lands was not fully describ=
ed unto us:

These are to Certify that I Paupumumucke Do
acknowledge the bounds to be as followeth
westward as far as half way to Seckonesset
Town the place where the Indians now In=
habit & Reaching across over the Sea & taking
in a part of Nope Island where ye plan=
tation now is all the which lands I the
S^d Paupumumucke Do wholly and fully Sur=
render all my Right and Interest unto ye
Town of Barnstable for and In Consider=
ation of what is formerly Specified In Wit=
ness Whereof we have Set to our hands

The Mark of ~~HH~~ Paupumumucke
Henry Cob, Isaac Robinson.
Witness Jonathan Hatch

An agreement made this 15 of May 1658
In ye presence & with ye Help of Mr John
Alden & Captain Jonas Winslow (appointed
thereunto by ye Court) Touching a Difference
between the Inhabitants of Barnstable &
Paupumumucke with the other Indians his
Associates about Certain Lands purchased of
ye S^d Indians In former Contracts bearing
Date ye 17th of May 1648 & ye 7th of February
1648 Viz
That the S^d Paupumumucke, Moash, Waumpum

& ye Rest of their Associates have fully and absolutely Resigned up all their Right title & Clayme which any or all of them have or Can Make for themselves or any others of their Associates In all and Every part of those lands Exprest In any of ye former Contracts Excepting the 30 acres of Land Excepted In ye former Contract bearing Date ye 17 of May 1648 Lying at a Neck Called Cocachoiset and all the Lands Lying to ye Westward of Coituite River & the Westward of a Northwest Line Running from ye easterly Side of the Next planting field to Santuite Pond Lying on ye Easterly Side of S^d River Unto ye Bounds between Sandwich and Barnstable Unto the S^d Inhabitants of Barnstable to their proper use and Behoof for Ever against any Claims by them or any other Indians what soever also It is farther agreed that it Shall be free for Either Indians or English to fetch Such alewives for their use as they Shall take In ye S^d River the S^d Paupumumucke and his associates do also hereby acknowl=

1: 6 edge themselves ^x fully paid & Quietly Satisfied & Contented for ever with out any farther troubles binding themselves to keep the former Conditions about their Setting trapps and all ye premises afores^d In Witness whereof they have hereunto Set their hands

The Mark of > Paupumumucke

The Mark of o Morash

The Mark of / Waumpum

Witness

John Alden, Josias Winslow, Charles is my Name.

This 21 of May 1658 the Line between us and ye Indians Afore s^d was accordingly Set from a pine tree at the East Side of ye Afores^d field only making a Set of north westward to a bound

Markt tree leaving the Skirts of Good Land about
 ye S^d Cotuite alias Santuite pond to ye Indians
 According to y^r Desire Richard Bourn of Sandwich
 being present According to ye Desire of Mr John
 Alden & Capt Josias Winslow

Ita Attested Thomas Hinkley Scriba

These presents Witness that Yanno Sachem
 hath freely and absolutely bargained and Sold
 unto Thomas Hinkley, Nathaniel Bacon and Tristram
 Hull In ye behalf and for ye use of ye Town
 of Barnstable all that his Tract of Land Lying
 and being at ye South Sea within ye precincts
 of Barnstable Afores^d bounded Easterly by ye bounds
 of Yarmoth - Northerly by ye Lands that was
 bought of Nepoyetum & Westerly to ye Lands
 bought of Paupumumucke Excepting the Skirts
 of Good Land at the head of ye Cove, bounded
 northerly by ye plains From a Markt tree Neer
 about Yarmoth Bounds at a Little Swamp Run=
 ning westerly to a Little Swamp against ye
 Landing place & thence extending to another
 Markt tree Westerly near against ye Entrance
 Into ye place Commonly Called ye great Neck
 thence running Southerly by ye side of two
 Small Swamps to a Little pond at ye head of
 a Small Cove of Marsh which faces Easterly to
 ye Creek or River y^t Divides ye place Common=
 ly called Sam's Neck and the other Neck that
 Runs along by ye west Side of ye Bay to ye
 Beach: bounded westerly by a glade of marsh
 from the S^d Creek to ye Beach which S^d necks
 of Upland together with ye Marsh In Sam's
 Neck which is fenced in; and ye Marsh to ye
 Eastward of ye Said Neck, together with ye
 Skirts of upland Afores^d (excepting what he
 hath already given to Nicholas Davis) he res=
 erveth to his own proper use to him and to
 his heirs for ever Excepting only Liberty by

him given to any of ye Inhabitants of
 Barnstable If their Occasions Require to Set up
 any Warehouse or Warehouses or Docks In any
 Convenient place About ye head of ye Cove
 with free egress & Regress thereunto all the
 Rest of his Lands both Meddow and Upland
 to be held and possessed Excepting as afore=
 s^d by and to ye only proper use of ye
 Said Town of Barnstable them and their heirs
 for Ever for and in Consideration of twenty
 pounds & two Small Breeches to Me in hand
 paid by ye S^d Tristram Hull wherwith he
 the S^d Yanno Rests himself fully satisfied
 and paid for all ye s^d Lands; with War=
 rantees against any Indians whatsoever Lay=
 ing any Lawful Claim thereunto In Wit=
 ness to all & Singular ye premises abovesaid
 he hath hereunto set his hand this 19 of July
 1664 The Mark of (x) Yanno

Witness

Thomas Walley Ju^r


The Mark of SH Indian Will

In presence of Thomas Hinkley Assist^{nt}

- 1: 7 To All People to whom these presents Shall
 Come John Yanno Indian of Gayhead at Nope
 Island Eldest son and heir of Yanno Sachem
 of ye South Sea In Barnstable in ye Colony of
 New Plymouth in New England Late Deceased
 Sendeth Greeting &c Know yee that I the S^d
 John Yanno for and in Consideration of
 twenty and Eight Shillings to me In hand
 paid In trucking Cloth & otherwise by Thomas
 Hinkley Senior of Barnstable Gentleman the
 Receipt whereof I Do hereby Acknowledge &
 My Self therwith fully satisfied Contented and
 paid & thereof and of Every part and parcel
 thereof do Exonerate acquit & discharge him the
 S^d Thomas Hinkley his heirs Executors admin=

istrators and assigns and every of them for ever
 by these presents have freely and absolutely given
 granted Bargained Sold Enfeoffed and Confirmed
 & by these presents do give grant bargain Sell
 Aliene Enfeoff and Confirm unto him ye S^d
 Thomas Hinkley his heirs and Assigns for=
 ever all that my parcel of Lands whatsoever
 be it more or be it Less Lying at ye South Sea
 In Barnstable afores^d bounded Easterly by
 ye Lands granted by ye S^d Yanno my fa=
 ther Unto Nicholas Davis Late of Barnstable
 Deceased by a Line Ranging Southerly be=
 tween ye poynt of Upland or Neck and
 ye Next Westernmost Cove from ye Cove Comm=
 only called ye Landing Place being ye
 bounds of ye S^d lands Westerly which was
 granted to ye S^d Nicholas Davis as pr Record
 Doth and May appear and ye Bargained par=
 cel of Lands is bounded Northerly Southerly
 & Westerly by the Lands which ye agents of
 the Town of Barnstable bought of ye S^d Yanno
 For ye use of the S^d Town together with all
 ye profitts priviledges and appurtenances
 to ye S^d Bargained parcels of Lands belonging
 or any wise appertaining To Have & to Hold
 all the S^d Bargained parcel of Lands with all
 and Singular their appurtenances unto him
 the S^d Thomas Hinkley his heirs and assigns
 for Ever for ye proper use and Behoof of ye S^d
 Town of Barnstable In Case they pay ye S^d
 purchase Money & Charge thereof unto him
 ye S^d Thomas Hinkley Else to ye only proper
 use and Behoofe of him ye S^d Thomas Hinkley
 his heirs and assigns for ever & I the S^d John
 Yanno Do for My Self My Heirs Executors & ad=
 ministrators Covenant and Grant to and
 with the S^d Thomas Hinkley all the S^d Bargained
 premises against all the Legal Claims of
 any Indians Whatsoever to Warrant & for Ever

Defend; and against any English from by or
 under Me Claiming any Right, title or
 Interest into any part of ye S^d Bargained prem=
 ises In Witness Whereof I the S^d John Yanno
 have hereunto Set My hand and Seal this twenty
 Seventh Day of September Anno Domini one Thou=
 sand Six Hundred & Eighty

John  Yanno & Seal 


Signed Sealed & DD in presence of
 Joseph Glover, Thomas Hinkley ju^r Joseph
 Mallock Interpreter

These presents Witness that I Thomas
 Hinkley above mentioned being fully Satis=
 fied for ye purchase of ye Lands above
 mentioned by ye Town of Barnstable afores^d
 do by these presents assign and Set over to
 ye Said Town these presents and ye Lands
 therin Contayned to be to ye proper use and
 behoof of ye Said Town their Successours
 and assigns for Ever. In Witness Whereof I
 have hereunto Set My hand this 10th of October
 1680 Thomas Hinkley Senior
 Ita attest David Crocker Town Clerk.

These presents Witness that wheras John
 Quason of Monymoiety hath by the Testimony
 of Sundry Indians Cleared his Claim as is
 Said unto Certain Lands Lying and being in the
 Common field in ye precincts of Barnstable
 he the said John Quason hath & by these pres=
 ents doth freely and absolutely give grant &
 Confirm unto Kenecompsit his heirs and as=
 signs all that Tract of ye Said Land which
 was given his father by Nepoyetum Late
 Deceased and also all his the Said John
 Quasons Right and title to any of the Said
 Land Sold by ye said Nepoyetum to the

1: 8 Town of Barnstable^x unto ye S^d Town of
 Barnstable their heirs and assigns for ever,

and also he the S^d John Quason doth freely give
and grant unto Aquaunneton the wife of Indian
John Sixteen acres of ye S^d land Left by Nepoyetum
afores^d Reserving only to him self ye residue of
ye S^d Lands being about thirty & four acres which
was Left by ye S^d Nepoyetum In ye S^d Common
field undisposed which Said thirty four acres or
thereabouts be it more or Less is all the Lands
he the S^d John Quason Layeth any claim unto
within ye S^d precincts of Barnstable Confirm=
ing hereby all ye Rest of the S^d Lands which
he Might any ways Claim unto ye persons
above Mentioned as is before Exprest in Wit=
ness whereof he hath hereunto Set his hand
this Eleventh Day of October 1666

The mark of  John Quason
Witness Francis E C Sangamore of Nausait
Sachemus of Sagnetuckitt
In presence of Me
Thomas Hickley Assistant

Memorandum That it afterward appeared
that ye S^d John Quason was a Usurper & had
no right to ye Lands above mentioned & did
Make Satisfaction to Joseph Hollit & Some others
to whom he Sold Some of Those Lands the Said
Lands of Right Belonging unto ye afore men=
tioned Aquaumeton alias Sarah Daughter
and heir of S^d Nepoyetum

Ita Attest preedict Thomas Hinkley

The 26th of June 1654 Henry Cob Abraham
Blush, John Phinny, William Crocker &
Nathaniel Bacon were Chosen by ye Town
for Examining Evidence of Land According
to Court Order 10 of June 1654

26 of July granted by ye Inhabitants
that George Lewes and Joshua Lumbart shall

have Each of them 2 or 3 acres of Marsh at South Sea to ye westward of ye Land Reserved for feed for ye Towns Cattle which is yet Undisposed

8th of July 1661 ordered Joshua Lumbard have 4 acres as Afores^d

8th of January 1651

Wheras the Inhabitants of this Town took into y^r Serious Consideration the great trouble and Confusion that hereafter may Ensue for want of Recording such Sundry parcel or parcels of Land Given and granted to Sundry particular Men Within this Town ship For prevention of which fores^d Trouble & Confusion the S^d Inhabitants have therfore at a full Town Meeting ye Day and Year Above written with full Consent ordered and agreed as followeth Viz - that whatsoever parcel or parcels of Land or Lands any Man hath & is at present possessed with within this Town= Ship the bounds of S^d Lands being publicly Declared in the Town Meeting as approved Shall be Recorded in the Town Book to be ye Lands of Each possessor thereof & do by these presents Order and Declare that the Record thereof as afores^d to be Sufficient Security to Claim hold and Retain full & Lawful Right title and Interest to them and their heirs for Ever of all and Every Such parcel and parcels of Lands possessed by them and Recorded as aforesaid.

- 1: 9 Abraham Blush a parcel of Marsh Med= dow Containing 8 acres be it more or be it Less Lying in ye Cove Commonly Called ye Bridge Cove Butting Northerly upon a

Small Creek Running by his point of upland
 Into ye Bridge Creek and Southerly by G^{dd}
 Bourmans upland bounded by a Small Run=
 let (near ye Markt tree) which Runs from ye
 S^d Upland Into ye bridge Creek which S^d
 Creek is ye Bounds of it westerly and bounded
 on ye Easterly Side by G^{dd} Bourmans Marsh.

Also ye S^d Abraham Blush a neck of up=
 land Containing 8 acres be it More or Less
 butting Easterly upon ye Narrow place of ye
 S^d Neck between the two Marshes & Westerly
 to ye Marsh Neer ye Bridge Creek and
 bounded by ye Marsh Lying at Each Side
 thereof.

Also the S^d Abraham Blush Six acres of
 Marsh be it More or Less Lying and Ad=
 joyning to ye North side of ye afores^d Neck
 of Upland butting Northerly to a Creek
 that Runs into ye Bridge Creek & bounded
 Westerly by ye S^d Bridge Creek up to ye afore=
 s^d Creek that bounds ye Afores^d Cove &
 bounded Eastward by G^{dd} Annables Marsh
 beginning at a great Rock by ye Upland
 Side of ye Afore s^d Neck.

Also ye S^d Abraham Blush three acres
 of marsh be it More or Less bounded at a
 stake at ye Northeast End of a Small Creek
 Running thence upon a Northerly Line to
 ye Bridge Creek & bounded in ye westerly
 side by ye S^d Bridge Creek home to his
 afores^d Six Acres of Marsh.

The Record of ye Land of John Cooper in
 ye year 1653.

Imprimus Twenty four Acres of Upland be it more or
 Less by his house butting Northerly Upon ye
 Marsh Running Southerly Into ye Woods
 bounded Easterly by Mr Groomes & Westerly
 by G^{dd} Robinsons Lands.

a parcel of Marsh Lying att ye Breadth of ye Said Upland Running Northerly to ye great Creek bounded Easterly by Mr Groomes & West=erly by G^{dd} Robinsons Marsh.

A share in ye Calves pasture Contayning 1/2 an acre be it more or Less Lying between Mr. Groomes Land.

A Little neck poynting Southerly Into ye great pond with Eight acres of Upland against it bounded northerly by a great Swamp & west=ly by ye great pond unto ye S^d Swamp & Easterly as far as against ye eastern Side of ye S^d neck

A Neck of Upland bounded between ye great pond and that Commonly Called ye School [Shoal] pond.

John Cooper being in hand paid and fully satisfied by Roger Goodspeed hath by these presents fully and Absolutely sold given and granted from him and his unto ye S^d Roger Goodspeed & his for ever all that Little Neck afores^d butting Southerly Into ye pond with ye Eight Acres of Upland against it bounded as afores^d this 9th May 1659

Witness his hand John Cooper

The Record of ye Lands of Isaac Robinson
1653

Twenty acres of Upland be it More or Less at his house Butting Northerly upon ye Marsh and Southerly Into ye woods bound=ed Easterly by G^{dd} Coopers & Westerly by G^{dd} Bearse.

A parcel of Marsh Lying all ye Breadth of S^d Upland & Stretching Westerly Eight Rods be it More or Less beyond ye S^d Upland to ye bounds between G^{dd} Bearses and him & East=erly by G^{dd} Coopers Marsh and Northerly by the Main Creek.

1: 10 The Record of ye Land of Roger Goodspeed In
ye year 1653

1. Six acres of Upland be it more or Less bounded Southerly by Paupmumucke Land Easterly Into ye woods & Westerly by ye River Commonly Called ye Oyster River
2. A Neck of Upland Lying Northerly from ye afores^d Six acres Containing 15 acres be it More or Less bounded Westerly by ye afores^d River Easterly into ye woods
3. A parcel of Meddow Containing Six acres be it More or Less bounded Southerly by Jonathan Hatches bounded westerly by ye S^d river Running up to ye head of ye River where ye Upland Comes to ye River the S^d Upland being by ye Indians Commonly called Misteake
4. The above S^d Roger Goodspeed did personally appear & acknowledge his Resigning up all his Right Title & Interest unto ye above S^d Six acres Unto ye Town ye 29 of Jan^{ry} 1667

Ita: Attest Thomas Hinkley

Record of ye Lands of Thomas Hinkley
In ye year 1653

- Imprimus Eight Acres be it More or Less butting Upon ye pond heretofore Commonly Called Mr Coggins pond Running toward ye Meeting house Upon an Easterly line and bounded Southerly by Gdd Hamblins & Northerly partly by ye Highway & partly by Sam^{el} Hinkley
2. Eight Acres More or Less the South End thereof butting upon ye afores^d pond Running upon a northerly Line to ye Calves pasture bounded Westerly by Gdd Bourne Land & Easterly by Sam^{el} Hinkleys
 3. Also all those parcels of Marsh Lying about ye Calves pasture bounded Easterly by that Marsh which was granted to Isaac Robinson & bounded Southerly by what Marsh was Mr Tylleys now in possession

of Henry Bourn Running to ye Creek West=
erly & part of it to ye harbour Northerly.

4 Six Acres of Creek Thatch Meddow ye South
end beginning at ye Mouth of the Creek which
turns up to Isaac Robinsons & so Runneth
down northerly to the End of That Thatchy flat;
& then Crosseth over Easterly to a Small Creek
on Jewels Island 20 Rods In & Running thence
upon ye Same Island Easterly to the Creek
that is next ye west End of ye Calves pas=
ture point.

5 four acres & 1/2 of Marsh Meddow More or Less
Butting upon G^{dd} Lothrop's upland Running
Northerly to ye Mayne Creek bounded Westerly
by ye S^d Thomas Lothrop's Marsh & Easterly by
G^{dd} Hamblins Marsh.

6. Eight Acres of upland In ye Common
field butting Southerly upon Richard Childs
Northerly upon Thomas Lumbards Marsh
Easterly by Joshua Lumbards Westerly part=
ly by Mr Dimocks & partly by Thomas
Lumbards swamp.

Examined by ye Men appointed thereunto
14 Feb. 1655.

The 26 of October 1654 at a Meeting of those
Men appointed by ye Town In an order
bearing Date 26 June 1654 for Examining of
Evidence of Mens Lands & Committing ye
Same to Record according to order of Court
Dated 10th June 1654 ordered to be Recorded as
followeth Viz

The Lands of George Lewes Sen^r

1. Ten acres of Land be it more or less Ly=
ing in the Common field butting Northerly
Upon ye harbour Southerly upon G^{dd} Davis
his Marsh bounded Easterly by Nathaniel
Bacons Land & Westerly by G^{dd} Davis.

2. One acre of Marsh Meddow be it More or Less with a hill at ye Northerly End thereof Running Southerly to the highway bounded Westerly by g^od Wells his Marsh & Easterly by G^od Cobs.
3. Eight Acres of Upland More or Less butting Northerly on ye highway Southerly Into woods bounded Westerly by G^od Wells & Easterly by Thomas Lewes
- 1: 11 4. four acres of Marsh More or Less at Sandy Neck bounded by Tristram Hull Westerly Southerly by ye harbour northerly to Sandy Neck Easterly to Mr Linels

The Lands of Mr Linnel

1. his house Lot of ten acres More or Less butting Northerly to ye harbour Southerly to ye highway bounded Westerly by William Casly & Easterly by g^od Lumbard
2. four acres of Upland at ye South Side of John Caslys house Lot.
3. three acres More or less In ye Common field butting Northerly to ye Beach Southerly & Easterly by ye pond & westerly by g^od Cobs
4. three acres of Marsh at Sandy Neck bounded Northerly by ye Beach Westerly by g^od Lewes Easterly by g^od Bacons & G^od Huckens Southerly
5. Nine Acres of Marsh More or Less butting upon a Northeast Line partly upon Mr Lothrop & partly upon Robert Parkers & South west upon ye upland bounded northwest by Mr Dexter & South east by Sam^l Fuller.
6. A great Lot Containing 3 score Acres be it more or Less.

The Lands of Austin Bearse

1. Twelve Acres More or Less of Upland Butting northerly on ye Marsh Southerly Into ye woods Bounded Easterly by G^od Robinson & westerly by

John Crockers.

2. the Marsh Lying against ye upland Running to ye great Creek northerly bounded Westerly by John Crockers & Easterly by g^{dd} Robinsons being about eight Rod Short of ye Breadth of ye afores^d upland Easterly

3. Six acres of Upland More or Less In ye Calves pasture Butting Northerly upon ye harbour Southerly upon ye Highway bounded on Each Side by g^{dd} Hamblins.

4. Eight acres land at ye North Side of ye Shoal pond bounded Westerly by g^{dd} Coopers Neck

5. thirty Acres Upland More or Less at ye Indian pond Running Westerly to ye Commons, Easterly to ye Herring River bounded Northerly by John Crockers Southerly by ye Commons 1st May 1659

The Lands of Mr Allen 26 Octr 1654

1. Ten Acres of Upland bought of Samel Mayo be it more or Less bounded easterly By Tristram Hull & Westerly by Mr Allen with ye marsh at the north End butting upon ye Harbour & Southerly upon ye Highway.

2. twelve Acres Upland More or Less with ye Meddow adjoyning to ye North End thereof Butting Upon ye Harbour & Southerly to ye Highway bounded to that was Samel Mayos, Easterly & Westerly by his own which he bought of Mr. Hull.

3. twelve Acres of Upland and Marsh adjoyning thereto butting Northerly upon ye Harbour and Southerly to ye Highway.

4. ten Acres More with ye Meddow adjoyning & Lying Next ye former butting to ye Harbour Northerly & Southerly to ye highway & Westerly by ye highway & ye Creek.

5. Eight Acres of Upland and ye Marsh against

ye North End thereof which he bought of Same^l Mayo which Sometimes was g^{dd} Jacksons bound= ed Easterly & Southerly by ye Highway & westerly by that which was Isaac Robinsons.

6. Eight Acres of Upland be it More or Less with ye Marsh against ye End of ye S^d Lott which was Sometimes Isaac Robinsons bounded Wester= ly by ye Calves pasture Land & Southerly by ye High Way northerly by ye Creek partly & partly by ye land was Tristram Hulls.

7. Eight Acres be it More or Less of Marsh Med= dow bounded Northerly by Sandy Neck Easterly by a Creek that bounds Nathaniel Bacons Marsh Westerly partly by ye Islands & partly by Roger goodspeeds & Southerly as far as a Direct Line across to ye Southern part of the Islands. 14 Feb 1655 --

8. four Acres of Marsh at Sandy Neck More or Less bounded Northerly by the sand hills Southerly by ye Bass Creek Easterly by Robert Sherley & Westerly by John Davis his Marsh.

9. four Acres of Upland bounded partly by ye Highway and partly by his own land Westerly by John Davis Easterly & Northerly by ye Marsh.

1: 12 The Land of Isaac Wells

1. Cove of Marsh at Sandy Neck Contain= ing 3 Acres More or Less bounded Northwest by g^{dd} Goodspeeds & Southeast by John Davis

2. five Acres of Marsh More or Less at Scorton bounded Westerly by William Crockers & Easterly by ye Lands In ye possession of John Phinney.

3. two Acres of Marsh More or Less bounded Westerly by g^{dd} Annables Easterly by Thomas Lothrop's northerly partly by ye Creek & partly by Thomas Lothrop's.

4. four Acres of Upland in ye old Com= mon field more or Less bounded Easterly

by Thomas Lothrop Westerly by John Davis
Southerly by Mr. Dimocks Marsh & Northerly
by ye Beach.

5. Eight acres of Upland bounded Westerly
by G^{dd} Naybors. Easterly by what was John
Dickensons. Northerly by ye High way

6. two acres of Marsh More or Less bound=
ed westerly by ye Marsh of G^{dd} Naybors
Easterly by what was John Dickensons.

7. Eight Acres of Upland More or Less bought
of John Dickenson bounded Westerly by his
own & Easterly by George Lewes Senior &
Northerly by ye Highway.

8. two Acres of March More or Less Lying a=
gainst ye S^d Upland.

3rd Feb. 1661.

forty Acres Upland at ye West Side of ye
great Indian pond bounded Easterly by ye
S^d pond Westerly by ye Commons Southerly
by John Coggins northerly by William
Crocker.

21 Feb. 1654

At a Meeting of ye afores^d Men for Ex=
aming of Evidence Ordered to Be Record=
ed as followeth:

The Lands of James Naybor.

1. Eight Acres of Upland bounded Easterly
by G^{dd} Wells & westerly by ye High Way &
Butting Northerly upon ye High way.

2. four Acres of Meddow be it More or Less
bounded Easterly by g^{dd} Wells & Westerly by
the high way to ye Creek & northerly to
the Creek as the bound Mark Stands be=
tween him and Barnard Lumbard.

3. twenty six Acres of Upland be it More or
Less bounded Westerly by Joseph Lothrop &
Easterly by ye high way.

4. three acres of marsh Meddow at ye End
of ye twenty six acres bounded Easterly by

Barnard Lumbart & Westerly by Joseph Lothrop
 5. A Cove of Marsh Meddow at Sandy Neck
 Next the harbours Mouth bounded from ye
 Sand to ye westernmost Creek where the Creek
 turns away Northerly & so Running over upon
 a Northeast Line to ye Sand.

James Naybor Afores^d having Sold ye Lands
 Afores^d (Recorded in his Name) Unto Thomas
 Lothrop for which he hath acknowledged
 himself fully Satisfied and given order to
 Me under his own hand to Record ye
 Said Lands In ye Name and for ye use
 of ye S^d Thomas Lothrop this 21 of July
 1658. Pr Me Thomas Hinkley Scriba

The Lands of Thomas Lumbert Senior
 1. forty five acres More or Less Butting
 Northerly upon ye High way Southerly Into
 ye woods Westerly Upon Bernard Lumbart
 and Easterly Upon what was Mr. Hollets
 2. Six Acres of Upland bounded Westerly
 by g^{dd} Scudder & Southerly by Mr. Dimocks
 with all the Meddow adjoyning thereunto
 about the Little pond.
 3. twelve Acres of Upland bounded by Mr
 Linnell Westerly & partly by Thomas
 Lothrop & partly by Joseph Lothrop Easter=
 ly: Southerly upon ye Highway With ye
 Marsh adjoyning to ye North end thereof.

1: 13

The Lands of Abraham Blush

1. Eight Acres of upland Butting Northerly upon
 ye old Cart way Southerly to a poly pody Swamp
 and ponds Easterly by g^{dd} Annables westerly
 by a brook issuing out of ye S^d Swamp and ponds
 2. Six acres of upland More or Less butting North=
 erly upon g^{dd} Annables Marsh Southerly Upon ye
 afores^d Eight Acres westerly by ye Marsh Common=
 ly Called ye Cove & partly by Runlet Running

by ye great Swamp with a Corner of ye Sd Swamp
& so to a Markt tree & easterly by gdd Annables
Land from a Markt tree at ye upper End to a
brook at ye Lower End.

3. three Acres of Marsh by ye west Side of ye
Sd Upland bounded by a Creek that Runs up
to ye Brook aforesd & northerly to a Little Run=
let from ye poynt of upland

The former Records of Lands to him was
also approved.

The Lands of Abraham Blish

1. four acres of Upland be it More or Less at
Stony Cove facing northerly to ye Beach point=
ing Southerly to gdd Gorhams Land bounded
Westerly by gdd Gorhams Upland & Easterly
by his Marsh.

2. Seven acres of Upland More or Less butting
Northerly Upon ye Sea Southerly to gdd Gorhams
Marsh Easterly to gdd Gorhams Upland
Westerly to gdd Bacons Upland and Marsh.

More or Less

3. one acre of upland ^ bounded Northerly to
gdd Gorhams Marsh Southerly partly by ye
Marsh and partly by ye upland. Easterly part=
ly by ye Marsh and partly by ye upland West=
erly by gdd Bacons Upland.

4. Ten acres of Marsh More or Less bounded
Easterly by Mr. Dimocks Westerly by ye Mill Creek
Southerly by ye upland. Northerly partly by ye
Upland and partly by Mrs. Hollets Marsh.

5. fourteen Acres of Upland More or Less bound=
ed Easterly by what was Gdd Lewess Now in
possession of Same! Mayo Northerly by ye
Beech Southerly by ye marsh Westerly partly by
Nicholas Davis & partly by his own land.

6. Eight Acres More adjoyning of Upland
More or Less bounded Easterly partly by his
own Land & partly by Nicholas Davis westerly
partly by ye Marsh & partly by ye Common
Northerly partly by Nicholas Davis & partly by

ye Common Southerly by his own Marsh.

7. ten Acres of Upland More or Less at his house bounded Northerly upon his own marsh Easterly partly upon his own Land & partly on Mr. Dimocks Marsh Southerly partly on ye Common & partly on gdd Huckens Westerly partly upon Nicholas Davis & partly upon gdd Huckens.

8. four Acres More or Less of Upland bounded Westerly partly upon the Commons & partly by his own Land Easterly by Nicholas Davis Northerly by Mr. Dimocks Marsh & Southerly by gdd Foxwels Land.

3 Feb. 1661.

Two Acres More or Less of Swampy Land Owned by John Davis to be bought of him bounded Southerly by gdd Foxwell Northerly & Easterly by his own Land Westerly partly by gdd Cobs & partly by gdd Bacons.

24 Feb. 1662.

Eight acres of Upland More or Less four acres whereof is bounded Northerly by ye Marsh Southerly by ye High way Easterly by Mr. Dimocks Westerly by Anthony Annables & ye Residue bounded Northerly by ye high Way Southerly by ye pond Commonly Called Annables pond Easterly by Mr. Dimock & Westerly by Anthony Annables.

The Lands of Mrs. Hallet.

Eleven Acres of Upland More or Less bounded Northerly by ye High Way Southerly by her own Land Easterly by James Lewes Westerly upon John Davis Stretching upon a Set of four Rod into ye Swamp across ye north End of John Davis's land.

three Acres of Marsh Meddow More or Less bounded Westerly by ye Mill Creek Easterly partly by upland of Abraham Blush & partly

by ye Commons Northerly by ye Beech.

1: 14 The Lands of Henry Bourn

1. Eight Acres of Upland More or Less Bound=ed Easterly by Thomas Hinkley westerly by ye Marsh. Northerly by ye Calves pasture Southerly to ye pond.

2. five acres of Marsh More or Less joyn=ing to ye Sd upland bounded northerly by ye main Creek South west by ye Land In ye possession of John Phinney North west to a Creek facing upon his own Marsh.

3. eight acres of upland More or Less bound=ed Easterly by ye Lands In ye possession of John Phinney westerly by gdd Hamblins South=erly by ye Commons Northerly by ye Marsh.

4. three acres of Marsh Adjoyning thereto More or Less bounded northerly by ye main Creek Easterly by a Creek between John Phinny and him. Westerly by gdd Hamblins.

5. two Acres of Upland In ye Calves pasture bounded Southerly by his own Land North=erly & Easterly by ye high way Westerly by ye Marsh.

6. three acres of Upland bounded Southerly by ye Common Northerly by the high way Easterly by ye Commons westerly by his own Land.

7. Ten Acres of up Land in the Woods lying Near ye west Side of ye pine hill.

8. Six Acres of Marsh at Scorton More or Less bounded Easterly by John Phinny Westerly by Robert parker Southerly by Scorton Creek Northerly by ye Upland. May 1659.

9. forty Acres of Upland More or Less bound=ed Northerly by ye Lands of Henry Coggins heirs Southerly by Dollar Davis butting Easter=ly by ye Indian pond Westerly by Commons with an acre of Marsh More or Less adjoyn=ing to it

10. One Acre of Upland at Scorton bounded Southerly by his own marsh Westerly by John Chipmans Easterly by John Coggins Upland.

This 9th of May 1659 at a Meeting of those Men appointed by ye Town according to Order of Court for Examining Evidences of Lands Ordered to be Recorded as followeth

The Lands of Joshua Lumbart
twenty Acres of Upland More or Less at his house butting Northerly Upon ye Highway Running Southerly Into ye Woods bounded Westerly by Henry Cob & Easterly by John Scudder.

2. three Acres and 1/2 of Marsh Meddow at Sandy Neck being ye one half of that Seven Acres Recorded to Bernard Lumbard bounded Westerly by John Chipmans Now in possession of John Phinny & owned by ye S^d Bernard Lumbard to be Recorded to ye S^d Joshua

3rd Feb 1661 ordered to be Recorded.

3. four Acres of Marsh at South Sea bounded westerly by Sconkenet River Easterly by a Cedar Swamp Northerly & Southerly by ye upland.

29 January 1667 Ordered to the Recorded

4. twenty Acres of Upland More or Less on both sides ye above S^d Marsh at Sconkenet bounded Easterly by ye Cedar Swamp and partly by ye Commons Westerly by ye River Southerly by ye Beech & Northerly by ye Commons. Viz. from a point of ye S^d Cedar Swamp & thence Ranging by two Markt trees down to ye afores^d River

The Lands of John Davis

1. thirteen acres of Upland More or Less

butting Northerly upon Mrs Hollets Set of Easterly by Mrs. Hollet Westerly by ye high Way Southerly by the Commons.

2. with an addition of five acres Bounded partly by ye head of his own & partly on ye other side of ye way by ye head of Samel Normans.

3. two Acres of Upland More or Less In New Common field bounded Northerly by Thomas Huckins Southerly by godd Wells Easterly by ye Indians Westerly by Joshua Lumbard

4. four acres of Marsh at Sandy Neck bounded Easterly by Mr. Allen. Westerly by Isaac Wells.

1: 15

The Lands of John Phinney

1. three Shares In ye Calves pasture bounded Easterly by Mr Allen Westerly by James Hamblin

2. one Share more in ye Calves pasture bounded Easterly & Westerly by ye Lands of James Hamlin

3. Six Shares more in ye Calves pasture bounded Westerly by James Hamblin Easterly by ye Lands of Henry Coggin Deceased

4. one Share more in ye Calves pasture bounded Easterly by James Hamblin Westerly partly by ye Marsh partly by ye Beach.

5. four acres of Marsh Meddow More or Less at Sandy Neck butting Northerly upon ye Sandy Hills Easterly by Joshua Lumbards Westerly by Robert Sherly Southerly by ye Commons.

6. four acres of Marsh Meddow More or Less butting Northerly to ye Sandy hills Southerly to ye Commons Easterly by Nicholas Davis Westerly by John Casly

7. One acre of up Land at his house bounded Southerly by ye High way easterly Northerly & Westerly by ye heirs of Henry Coggin.

The Lands of James Hamblin

1. Eight Acres of Upland be it More or Less butting westerly upon ye highway against ye pond Easterly by ye Commons bounded Northerly by Thomas Hinkley & Southerly by ye Commons.
2. three Shares in ye Calves pasture bounded Westerly by gdd Bearse Easterly by John Phinney.
3. two Shares more bounded Westerly by John Phinney Westerly by gdd Bearse.
4. One Share more bounded Westerly by ye Lands of Henry Coggin Deceased Easterly by John Phinney
5. Six Acres of Upland More or Less In ye Sd Calves pasture bounded easterly by John Phinney Westerly partly by John Phinney & partly by ye Beech.
6. twenty Acres of Upland More or Less bounded Easterly by Henry Bourn Westerly by John Cooper Southerly by the Commons Northerly by ye Marsh.
7. Also all ye Marsh Butting against ye Sd Upland bounded Easterly by Henry Bourn Westerly by John Cooper Northerly to ye great Creek by Jewels Island.
8. One Acre of Marsh Meddow More or Less bounded Easterly by John Crocker Westerly by Thomas Hinkley.
9. forty Acres of Upland butting against ye great Indian pond Running Northeast Into ye Woods bounded Southerly by Thomas Lothrop & Northerly by ye Commons.

The Lands of Thomas Huckens

1. Nine Acres of Upland More or Less In ye old Common field bounded Northerly by ye Beach Easterly by John Davis Southerly by Mr Dimocks Marsh & Westerly by Nathaniel Bacon

2. two Acres of Upland More or Less in the New Common field bounded Northerly by ye pond Easterly by ye Indians Southerly by ye John Davis & Westerly by Joshua Lumbard.

3. three Quarters of an Acre of Upland More or Less by ye horse prison bounded South=erly by ye highway Westerly by ye Lands of George Lewis Junr Northerly by ye Indians Easterly by ye Swamps.

4. Seven Acres of Meddow More or Less bounded Westerly partly by Nathaniel Bacons & partly by a Creek. Northerly by ye Upland at Sandy hills. Easterly partly by Richard Foxwel and partly by a Little Creek Southerly by ye Commons.

5. four Acres of Meddow More or Less bounded Easterly partly by Isaac Wells & partly by a Creek between them Westerly by Nicholas Davis Northerly by ye Sand hills & Southerly by ye Commons.

6. two Acres of Marsh More or Less Lying by his house bounded Westerly by ye Creek Easterly by ye upland Northerly to ye Creek

3 Feb 1661—

7. Six acres of upland granted (as appears per order of Town bearing Date ye 14th 7^{mo} 1640) to his house Lot butting on a Little Creek that Comes out of ye great Creek by Ren=devouz Creek & Runs up unto ye Woods which is now bounded Northerly by g^{dd} Blush & Southerly by g^{dd} Cob & Easterly partly by g^{dd} Blush and partly by g^{dd} Cob.

At a Meeting for Examining Evidence of Land to be Recorded Ordered 11 Feb 1674.

8. a parcel of Upland Containing about 3 acres Lying at ye head of his own Land & is ye Lands granted him by ye Town ye 16 of July 1674 In Exchange of three acres he Laid

Down at the Meeting house to ye Towns Use.

- 1: 16 8 Feb. 1657 granted to Robert Parker
a parcel of Land Lying between ye Upper
End of his land & ye fresh Marsh provided
that a high way be Left by him Through
ye Same In Case It be found Need for any
of ye Neighborhood.

The Lands of Robert Parker.

1. four acres of Marsh More or Less bounded
Southerly by Peter Blossom Northerly & Easterly
by ye Commons Westerly by Boat Cove.
2. Seven acres and an half of Marsh More
or Less bounded Southerly by ye Creek
Easterly partly by Mrs. Lothrop & partly by
Gdd Bourns Westerly by Thomas Shave
Northerly by a Triangle to a Rock
3. four acres of Marsh More or Less at
Sandy Neck bounded Westerly by gdd Foxwells
Easterly by John Casly Northerly to Sandy
Neck Southerly toward ye Creek.
5. Thirty Acres of Upland More or Less
butting northerly upon ye high way South=
erly partly upon John Howlands Set off & part=
ly upon ye fresh Marsh Easterly by John
Howlands Westerly by Moses Rowley.
6. a parcel of Marsh Containing four acres
and an half be it More or Less bounded West=
erly by Samel Fuller Senior Easterly by ye
Marsh of William Troop Southerly by ye Swamp
Northerly partly by William Crocker & partly by
Thos Hinkley,

The Lands of Thomas Bourman.

1. twenty five acres of Upland be it More or Less
butting Northerly upon ye Marsh Easterly upon
a Brook & Westerly upon a Brook & So Running
80 Rods Southerly Into ye woods.
2. Sixteen Acres of Marsh More or Less bounded

Westerly partly by John Jenkins & partly by a Ditch Cast up between Abraham Blush & him Northerly partly by ye highway and partly by gdd Blush. Easterly partly by ye Great Swamp & partly by gdd Blushes his Marsh.

3. five Acres of Upland More or Less butting Northerly upon ye Marsh Southerly Upon a foot path: Easterly upon a plashy Swamp Westerly Upon his own land.

The Lands of Robert Sherly.

Five acres of Marsh at Sandy Neck More or Less bounded Easterly by John Phinneys Westerly by Mr Allens Northerly to Sandy Neck & Southerly to ye Bass Creek this 17 of May 1659

Robert Sherly acknowledged himself to have given granted & Sold from him & his Unto Joshua Lumbart & Unto his for Ever all that his five Acres of Marsh bounded as Aforesd being in hand fully Satisfied and paid witness his hand.

Robert Sherley

The Lands of Joshua Lumbart.

1. two acres of Upland More or Less in ye New Common field bounded Easterly by Henry Cob Westerly by Thomas Hinkley.

2. two Acres of Upland In ye Same field More or Less butting Northerly upon ye pond bounded Westerly by Henry Cobs Easterly by what was Gdd Hamblins & Southerly by Gdd Wells.

The Lands of Henry Taylor

1. four Acres of Upland More or Less butting Northerly on ye Marsh Southerly upon ye highway Westerly by Nicholas Davis Easterly by ye Land in possession of Gdd Scudder

2. two Acres of Upland More or Less butting Northerly upon ye highway Southerly to ye Swamp of henry Cobs Easterly to

Joshua Lumbarts & Westerly to Henry Cobs

The Lands of Moses Rowley
four Acres of Marsh More or Less bounded
Northerly by peter Blossom Southerly by a
Creek Westerly by Thomas Shove Easterly
by ye Commons

The Lands of Peter Blossom
1. forty Acres of Upland More or Less
bounded South east by Mr Dexter Norweast
by Boat Cove South west to the River North=
east partly to Thomas Shoves Marsh & part=
ly to Henry Rowleys
2. Eight Acres of Marsh More or Less
bounded Southerly by Samel Fullers Westerly
& Easterly by Mr Dexters Northerly partly by
Samel Fullers & partly by Ralph Jones
3. four Acres of Marsh More or Less
bounded Southerly by Moses Rowly Northerly
by Robert parkers Easterly by ye Com=
mons Westerly by Boat Cove.

1: 17 The Lands of Jonathan Bacon
1. fifty Acres More or Less of Upland with an
Little parcel of Marsh adjoyning at a place
Commonly Called Sequisset on ye South Sea.
2. Eight Acres of Marsh More or Less four
Acres whereof adjoyning to [x x x] Land : & the
other four Upon ye Oyster Island the first par=
cel Running from Little Creek poynting to ye
Island Westward & to the Sea Eastward through
a [x x x] Glade that is to Say on the Eastward Side
of that Creek that Runs into ye Sd [x x x] and ye
Sd parcel at Oyster Island Containing ye body
of Meddow Lying between the two Islands & the
Several parcels which Lye about ye Easternmost
[x x x] Little Island. Excepting a parcel which
Lyes at ye South east End of ye Last Mentioned

Island.

The Lands of Anthony Annable 3rd Feb

1. forty acres of Upland be it More or Less butting northerly by ye Marsh Southerly by ye Commons bounded Easterly by g^{dd} Blush & Westerly by g^{dd} Blush.
2. twenty two acres of Marsh butting Southerly partly Upon his own Land & partly Upon G^{dd} Blushes Upland bounded Easterly partly upon ye Creek between G^{dd} Wells and him & partly by ye Commons Westerly by g^{dd} Blush northerly by ye Commons
3. fifteen Acres More or Less of Swamp bounded Easterly by g^{dd} Blush Westerly by g^{dd} Bourmans Southerly by ye Commons Northerly partly by g^{dd} Blush & partly by g^{dd} Bourmans.

The Lands of Dolar Davis.

fifty Acres of Upland More or Less butting Easterly Upon ye Indian pond Westerly Into Commons Southerly by John Crocker Northerly by Henry Bourn.

The Lands of ye Heirs of Henry Coggin.

1. A home lott of Upland Containing Eight Acres be it More or Less bounded Easterly by ye pond Westerly by y^e own Marsh Northerly by their own Southerly partly by their own Land and partly by ye Land In ye possession of John Phinny
2. four Acres of Marsh More or Less adjoining to ye S^d Upland bounded Easterly & Northerly by Henry Bourns Marsh.
3. four Acres Upon Jewels Island.
4. Eight Acres of Marsh at Scorton bounded Northerly Upon ye Upland Southerly Upon ye Creek. Easterly by Isaac Wells Westerly by Henry Bourn.

5. One Acre of Upland adjoining thereto.
6. fifty Acres of Upland butting Easterly up=
on ye Indian pond Westerly [x x x] Commons
Northerly by Isaac Wells Southerly by Henry
Bourn
7. One acre and half of Upland More or
Less adjoining to ye S^d Home Lot bounded
Easterly by ye pond Westerly by ye Land
In possession of John Phinney Southerly by
ye High way
8. one acre More or less of Upland ad=
joyning to ye S^d home lott bounded
Westerly by Henry Bourn Easterly by ye S^d
John Phiny Southerly by ye Highway
9. two Shares in ye Calves pasture About
an Acre More or Less bounded Easterly by
James Hamblin Westerly by John Phiny

The Lands of Thomas Lothrop

1. four Acres of Upland In ye old Com=
mon field be it More or Less Butting North=
erly to ye Beech Southerly to Mr Dimocks
Marsh bounded Easterly by Nathaniel Bacons
& Westerly by Isaac Wells
 2. three score Acres of Upland More or Less
butting Southerly partly Upon ye Great Indian
pond & partly Upon ye Neck Called Popmu=
mucks Neck bounded Easterly by Thomas
Shaves & Westerly by James Hamblin
- 3rd Feb 1661
3. forty Acres of Upland which Thomas Shave
owned that ye S^d Thomas Lothrop bought of
him bounded Westerly by his own Land &
Easterly by ye Co[x x x] or by Thomas Hinkley
Extending Southerly to take in ye S^d Neck
Commonly Called Popmumucks Neck
 4. twelve Acres of Upland More or Less
bounded Westerly by Thomas Lewes & Easterly
partly by ye High way & partly by Joseph

Lothrop Southerly by ye High Way Northerly by ye Marsh.

5. two Acres of Marsh and Upland More or Less Lying at ye End thereof bounded Northerly by ye Harbour.

1: 18

The Lands of James Lewes

twelve Acres of Upland be it more or Less at his house butting northerly on the Highway southerly Into ye woods easterly by ye highway Running into ye woods westerly by Mrs. Hollet

three Acres In Common field bounded Southerly by Mr Dimocks Northerly by Richard Childs Easterly by Joshua Lumbart westerly by Mr Dimocks

three Acres of Marsh bounded Northerly by ye Sand hills easterly by Richard Childs Westerly by Bernard Lumbart Southerly by ye Commons or Creek.

ye 29 of January 1667 Ordered to be Recorded three Acres of Upland at ye End of his house Lot bounded Northerly by his Said Lot Westerly by ye Lands of John Haddeway heretofore In ye Occupation of Mrs Hollet Easterly by ye Highway Southerly by ye Commons

The Lands of Nathaniel Bacon

Eleven Acres of Upland be it More or Less Lying in ye Common field with a Little Marsh Contained within it bounded Southerly by Gdd Gorhams Easterly partly by Dolar Davis his Land & partly by gdd Gorhams Marsh Westerly to Nicholas Davis & Butting Northerly Upon ye harbour.

twelve Acres of Upland bounded Northerly by ye Highway & westerly by ye highway Running Into ye woods 80 Rods and Easterly by gdd foxwells with two watering places

Into gdd foxwells ground one being two Rod
one way & three Rods ye other 2 Rod ye
whole Breadth of ye pond

[x x x] Acres of Upland More or Less bound=
ed Southerly by ye high way Northerly by
gdd Cob easterly partly by gdd foxwell &
partly by gdd Cob.

[x x x]ven Acres of Upland In old Common
field be it More or Less Butting Northerly up=
on ye harbour & Southerly upon gdd Davis
his Marsh Easterly by Thomas Huckens &
John Scudder Westerly by gdd Lewes

three Acres More or Less In ye Same field
bounded Easterly by Thomas Lumbarts
Meddow Westerly by Anthony Gilpen Butting
Northerly Upon ye harbour Southerly by John
Scudder and a Swamp.

[x x x] Acres More or Less of Marsh Meddow
at Sandy Neck bounded by two branches
of a Creek that Issueth Into ye Main Creek
southerly and Northerly by Sandy Neck West=
erly by a Little Creek that Issueth out of
ye [x x x]stermost Branch of ye aforesd Creek
pointing Northerly to ye Sandy Neck [x x x] out
ye Middle of a Reedy Swamp a Little
within ye Upland [x x x]terly partly by ye
aforesd Creek & partly by Thomas Huckens
Six Acres of upland In ye old Common
field bounded Northerly partly by ye
Beech & partly by his own Land Southerly
by Mr Dimocks Marsh Easterly partly by
Thomas Lumbard Senior & partly by his
own Land Westerly by Gdd Scudders which
Sometimes was Roger goodspeeds

9th of May 1659 four Acres of Up=
land More or Less bounded Southerly by
ye high way Northerly by Mr Dimocks
Marsh Easterly partly by Mr Dimock and
partly by John Scudders Upland Westerly by

Nicholas Davis

3rd Feb 1661 two Acres of Land More or Less owned by John Davis to be bought of him bounded Southerly partly by his own and partly by g^{dd} Foxwell Northerly partly by G^{dd} Blush & partly by g^{dd} Cob Easterly partly by G^{dd} Blush and partly by G^{dd} Foxwell Westerly partly by his own Land and partly by G^{dd} Cobs The 29 January 1667

twenty Seven Acres of Upland More or Less with Some Small Skirts of Marsh within it Lying at Cotuite by ye Bay Side over against oyster Island beginning forty Rod west ward from a Brook which Runs Into ye S^d Bay bounded Easterly & Southerly by ye S^d Bay Running about twenty Rod in Breadth from ye Bank Westerly to ye westward Side of a Little fresh hole In ye Upland & thence to Run Southerly to ye west Side of a Swamp Neer ye S^d Bay & thence Straight to ye S^d Bay.

Three Acres of Marsh More or Less at ye S^d Cotuite bounded Easterly by a point of Upland that Runs Neer a Creek or River Northerly by ye Upland Southerly by ye S^d Creek or River & partly by ye Common Marsh Westerly partly by ye Upland and partly by a piece of Common fresh Marsh.

three Acres of Upland with a Little Skirt of Marsh bounded Easterly by a Creek Southerly and Westerly by ye Commons Northerly by a Little hill of Upland In the Marsh.

1: 19

The Lands of Bernard Lumbart.

1. fifty acres of Upland More or Less butting Northerly Upon ye high way bounded westerly by Mr Dimocks easterly by Thomas Lumbart Running Southerly into ye Woods out of which Bernard Lumbart acknowledges to his Brother Joshua [x x x] Six acres Lying along the high way.
2. three acres of Marsh More or Less bounded by G^odd Naybor Westerly & partly [x x x] main Creek Easterly partly by g^odd Naybors & Southerly by g^odd Naybors Upland.
3. Seven acres of Marsh at Sandy Neck bounded Northerly by Sandy Neck & Southerly by ye Main Creek Westerly by John Chipman & Easterly by Thomas Lewes. 21 Feb 1654

The Lands of William Crocker.

1. three score acres of Upland Butting Northerly partly Upon that which was Mr [x x x] & partly Upon the River that is upon ye fresh Marsh & Southerly Into ye woods. bounded Easterly by Sam^el Hinkleys & Westerly by ye Commons 2 Feb 1655.
2. ten acres of Upland bounded Northerly partly by ye Govenours which was the Land of Sam^el Hinkley & partly by his own Southerly by his own Easterly by John Smiths Westerly by ye Govenours.
3. fifty Six Acres of Upland More or Less bounded Northerly by ye Marsh Easterly by John Smiths Westerly by ye Governours Southerly by his own Land.
4. Ten Acres of Marsh More or Less bounded Southerly partly upon ye Governours [x x x] & partly upon his own & partly upon John Smiths northerly upon ye Commons Easterly by John Smiths & Westerly by Thomas Shave.
5. twelve Acres of Marsh Lying at Scorton

Creek bounded Northerly by sd Creek Southerly partly by what was Mr. Linnels & partly by w^t was G^dd Rowleys Easterly by Thomas Hinkleys westerly by Robert parkers & partly by Mr. Dexters.

24 Feb 1662

6. forty acres of Upland More or Less bounded Easterly by ye great indian [x x x] Westerly by ye Commons Southerly by Isaac Wells Northerly partly by a pond Called ye West pond & partly by John Smiths.

The Lands of Thomas Shave.

1. Thirty Acres of Upland More or Less butting Northerly Upon ye Marsh Southerly to ye High way. bounded Easterly by what was Sam^el Hinkleys & Westerly by Henry Rowleys.
2. four Acres of Marsh More or Less bounded Easterly by William Crocker & Westerly & Northerly by ye Spring Creek
3. four Acres of Marsh More or Less bounded easterly by Sam^el Hinkley Westerly by g^dd Rowlys & Northerly by a Branch of ye Spring Creek.
4. four Acres of Marsh More or Less bounded Southerly by Henry Rowlys Westerly by Boat Cove Creek & Northerly by ye Main Creek & Easterly by Peter Blossom
5. ten acres of Marsh More or Less in the Committees Cove bounded on both S[x x x] Mr Dexters. Running 80 Rods long Northerly toward Sandy Neck.
6. five Acres of Marsh More or Less butting Northerly Upon Scorton Creek Easterly by John Chipmans Westerly by Robert Parkers & Southerly by Mr Dexters.

21 Feb 1654

The Lands of Henry Cob.

1. a Neck of Upland with ye Marsh About

- it. bounded Southerly partly by gdd [x x x]
Hill & partly by John Daviss Marsh Westerly
by ye Creek & Easterly partly by a Small
Creek by Thomas Huckens & partly by ye
Main Creek & Northerly upon [x x x]
2. Seven Acres of Upland be it More or Less
bounded Westerly by gdd Lewes
Southerly partly by ye Common and partly
by Nathaniel Bacons great Swamp Easterly
partly by a piece of Common & partly by
ye Old Mill Way & Northerly by Thomas
Huckens
3. Six acres In New Common field Northerly
upon ye Sea & Southerly by Mr D[x x x]
Westerly by Joshua Lumbart: & Easterly part=
ly by Mr Linnel & partly by ye pond, &
partly Upon Joshua Lumbart & Gdd Wells.
4. Six acres More or Less bounded Northerly
by a Swamp Next the Indian [x x x]
Easterly partly by a Swamp and partly by
a piece of Common Ground Westerly by the
Indians Southerly toward ye fence.
5. threscore Acres of Upland More or Less
bounded Easterly partly by Joshua Lumbarts,
& partly by Henry Taylors Westerly partly by
gdd Foxwell partly by ye Common, Southerly
by ye Common, Northerly partly by Henry
Taylor & partly by [x x x]

The Lands of George Lewes Junior

1. Sixteen Acres of Upland More or Less bound=
ed by the Kings high way [x x x] & bound=
ed Westerly by ye High way which leads In=
to ye Common field & that [x x x] by gdd
Wells and partly by ye Indians & Easterly by
Thomas Huckens
2. three Acres of Marsh at Sandy Neck More
or Less bounded Easterly [x x x] & Westerly
by Richard Childs & Southerly toward ye har=

bour.

3rd of Feb 1661.

3. five acres of Upland More or Less at his house bounded [x x x] by ye land of Thomas Lumbard Westerly by Bernard Lumbard Butting [x x x] ye High way & Southerly by Bernard Lumbard being bought of Joshua Lumbart
4. three acres of Meddow More or Less granted him at Sandy Neck Running South [x x x] [x x x] Easterly by Nicholas Davis & Westerly by that which [x x x]

1: 20

The Lands of Mr John Bursley.

[x x x] ty five Acres of Upland More or Less bounded partly by ye two Rivers that Run into Boat Cove & partly by ye Commons as its Markt out

[x x x] Feb 1655

Eighty Acres of Upland More or Less bounded Easterly by Boat Cove Westerly by a Runlet adjoyn= ing to gdd Fittsrandles southerly partly by Mr Linnels & partly by ye Commons Northerly to ye Marsh

fifteen Acres of marsh More or Less bounded Easterly by Boat Cove Westerly by gdd Fittsrandles Northerly to a Creek Southerly to his Upland

14 Feb 1655 At a Meeting of ye afores^d Men for Examining of Evidences of Lands &c ordered to be Recorded as followeth

The Lands of Joseph Lothrop

twelve Acres of Upland be it More or be it less bounded Westerly & Southerly by ye High way East= erly by what was gdd Naybors lands & Northerly by ye Marsh.

Six Acres of Marsh More or Less bounded Westerly by ye Highway Northerly by Mrs Lothrops at ye North end of ye Island Easterly by the Creek. Southerly by what was gdd Naybors.

Seven Acres of Upland and Marsh More or Less
at ye Salt ponds bounded Southerly by ye High
way Westerly by Thomas Lothrop Northerly by ye
Harbour & Easterly by ye Creek.

Eight Acres of Upland Above ye poly pody
Swamp bounded Westerly by John Casly Run=
ning 40 Rods Easterly & 32 Rods Southerly Into
ye woods.

[x x x] of Feb 1661

two Acres of Upland In ye Common field
More or Less bounded Westerly by ye Indians
Easterly by Mrs. Lothrop Southerly by John
Gorhams Northerly by ye Reed pond

The Lands of Henry Rowley.

Six Acres of Marsh be it More or Less bound=
ed westerly by Boat Cove; Easterly & northerly
by Thomas Shaves Southerly by ye Upland

The Lands of Joseph Lothrop

3^d of Feb. 1661

One Acre and [x x x] be it More or Less in ye
Common field bounded Northerly by thomas
Hinkley Southerly by James Lewes westerly by
Mr. Dimocks & Easterly by Henry Taylers

three Acres of Marsh at Sandy Neck bounded
Easterly by George Lewes junr Westerly by James
Lewes Running 40 Rods from ye Sand hills
Southerly.

four Acres of Upland be it More or Less which
was Sometimes Richard Childs bounded South=
erly by David Lynnels Northerly by ye Swamp
Easterly by ye high way Westerly by John Caslys.

The Lands of John Smith

twenty and one Acres of Upland More or Less
Lying Triangle wise bounded Easterly partly upon
his own Marsh & partly by William Crockers.
Northerly by William Crockers Upland & Southerly

by Samel Hinkleys.

thirty Acres of Upland More or Less adjoining to an angle of ye aforesd Land Running South=erly to ye Commons. bounded Easterly by Samel Hinkley & Westerly by William Crockers.

Six Acres of Marsh More or Less bounded Easter=ly by ye Bridge Creek Westerly partly by Samel Hinkleys Upland & partly by his own Northerly by William Crockers Marsh & Southerly by Samel Hinkleys.

four Acres of Marsh More or Less bounded East=erly by ye Bridge Creek Westerly by his own Up=land Northerly by William Crockers Marsh & South=erly by William Crockers.

4 of Feb 1662 order to be Recorded as follow=eth Viz -

thirty Acres of Upland More or Less Seven Acres whereof Lying in ye Neck bounded [x x x] sterly partly by ye great Lot of William Crocker partly by a pond commonly Called ye West pond Easterly by ye Swamps Southerly by ye pond Com=monly Called ye great Indian pond only leaving a Sufficent highway between ye Said pond and ye Said Lot, ye Remainder of ye Sd Lot Ly=ing at ye head of ye Swamp Running East and West Ninety two poles & 40 poles North & South

The Lands of John Crocker Senior
thirty Acres of Upland More or Less butting Easterly to ye Indian pond Westerly to ye Commons. North=erly to Dolar Davis Southerly to Austin Bearse
John Crocker Doth acknowledge himself fully Sat=isfied and paid by John Thompson for ye above Men=tioned thirty Acres of Upland which ye Sd John Crocker Sold to him ye Sd John Thompson his heirs and assigns for ever.

. . . his hand this 24 Day of Feb 1662 with promise also of giving him Evidence whenever ye Sd John Thompson Shall Require ye Same. The Mark of John

1: 21

The Lands of John Crocker Senior

1. forty Acres of Upland More or Less bounded Easterly by gdd Bearse Westerly by Mr Dimocks Northerly by ye Marsh. Southerly Into ye Woods.
2. forty Acres of Marsh More or Less bounded Southerly by ye aforesd Upland & Northerly by ye Broad Creek Easterly by gdd Bearses Westerly by a Small Creek adjoyning to ye Marsh of Thomas Ewer Sometimes Gdd Hamblins

The Lands of George Lewes Senr

fifty acres of Upland More or Less Lying by ye pond Commonly Called Rowlys pond at ye Easterly End thereof Running 80 Rods Easterly & 120 Southerly & Northerly that is to Say from outside to outside.

The Lands of John Casly

1. four Acres of Upland More or Less bounded Northerly partly by ye Swamp & partly by ye hill against the high way Easterly by Mr. Linnels & partly by Richard Childs Westerly & Southerly by Commons the 3rd of Feb. 1661
2. four Acres of Upland bounded Northerly by Mr. Linnels. Southerly by ye Commons Easterly by Joseph Lothrop Westerly by Commons ordered 11 Feb 1674
3. twenty Acres of Upland be it More or Less bounded Westerly partly by a Dead Cedar Swamp & partly by other Common Land Easterly by ye Lands of James Claghorn as the Line Runs Northerly & Southerly between two Small Swamps Northerly by the Commons & Southerly by ye Commons being about Eighty poles North & South & 40 poles East & West.

The Lands of John Davis

1. three Acres of Upland In ye old Common field

More or Less bounded Easterly by Isaac Wells & Westerly by Thomas Huckens Southerly by Mr. Dimocks Marsh and Northerly by ye Beach

2. two Acres of Upland be it More or Less butting Northerly Upon ye high way against his house Southerly upon ye Land of Same

Norman bounded Easterly by ye High way and Westerly by Mr. Serjeant

3. an orchard and garden spot Containing half an acre More or Less adjoyning to his house bounded Southerly and Easterly by ye highway northerly by Mr. Serjeants Marsh & Westerly by Mr Serjeant.

4. two Acres of Marsh Meddow More or Less Neer ye S^d house bounded Easterly by Henry Cob: & Southerly partly by Mr Serjant & partly by Isaac Wells Northerly by Henry Cob & Westerly by ye Creek Commonly Called Randivouz Creek — 29 January 1667 —

5. One Quarter of an Acre of Upland be it More or Less bounded Easterly & Northerly by ye Lands of Henry Cob & Westerly by his own Marsh owned by ye said Henry Cob being personally present to be Recorded to ye S^d John Davis.

Ita: Attest Thomas Hinkley

The Lands of Tristram Hull.

1. four Acres of Meddow be it More or Less at Sandy Neck bounded Easterly by Mr. Serjant Westerly by Nicholas Davis Southerly Running 40 Rods from ye Sand hills.

2. ten acres of Upland be it More or Less bounded Northerly by ye Meddow Southerly by ye High way Easterly partly by Barnabas Lothrop & partly by William Casly. Westerly by Mr. Allens which was Mr Mayos.

3. three acres of Meddow More or Less lying at ye End of Said Upland butting Northerly upon ye harbour.

4. half an acre of Upland More or Less bounded

Northerly by ye high way Southerly by John Casly
Easterly & Westerly by ye Commons.

The Lands of William Casly.

1. Six Acres of Upland More or Less bounded
Easterly by Mr Linnel. Westerly by Tristram
Hull Southerly by ye high way Northerly by ye
Marsh.
2. An acre of Meddow More or Less at ye End
thereof butting Northerly on ye harbour.

The Lands of Barnabas Lothrop bought
of William Casly:

half an acre and twenty Rod bounded North=
erly by Tristram Hulls orchard Southerly by ye
High way Easterly by William Casly Westerly by
Tristram Hulls.

The Testimony of Thomas Lothrop being about
80 years of Age Testifyeth and Saith that Bernard
Lumbard and My Self were appointed land
Measurers by the Town of Barnstable we did lay
out ye great lotts twelve Score pole Long from ye
foot to ye head: the Lotts that were so laid
were Mr. Dimocks and My father Lothrop's this
was taken upon Oath ye 4th of April 1701 be=
fore John Sparrow Justice of ye peace.

This is a true Coppy of this Evidence as it
was given into be Recorded by Shobal Dimock
& John Scudder & Recorded by Mr Samel Allen
Town Clerk

Ita attest David Crocker Town Clerk
Jan. 4, 1725

- 1: 22 This 24 of Feb. 1662 at a Meeting of those Men
appointed by the Town According to order of
Court for the Examining Evidences for ye
Recording of Lands.

The Lands of John Manton.

1. two acres of Upland More or Less in ye New Common field bounded Northerly by ye pond Easterly by ye Indians Southerly by John Davis & Westerly by Joshua Lumbart.

2. three quarters of an acre of Upland More or Less by ye horse prison bounded Southerly by ye high way Westerly by ye Lands of George Lewis junr Northerly by ye Indians Easterly by ye Swamp being lands heretofore Recorded to Thomas Huckens & owned by him to be Recorded to ye Sd John Manton & to his proper Use and behoofe to him his heirs and assigns for Ever the Sd Thomas Huckens owning himself to be fully Satisfied and paid. Witness his hand this 24 Feb. 1662

Thomas Huckens

3. three acres of Upland More or Less bounded Easterly by ye Lands of Nathaniel Bacon Westerly by ye Reed pond Southerly by ye Land of Henry Tayler Northerly to ye Beach.

4. two acres of Upland More or Less bounded Northerly by Mattakeese pond Southerly by ye Land of Isaac Wells Easterly by his own land & Westerly by Henry Cobs. owned by Joshua Lumbart to be Recorded to ye Sd John Manton & to his proper Use & Behoof, to his heirs and assigns for Ever being fully Satisfied and paid by ye Sd John Manton. Witness his hand this 24 of Feb. 1662.

The Mark of Joshua X Lumbart

5. One Acre More or Less bounded Northerly by what was ye Land of Thomas Hinkley Southerly by Mr Dimocks Easterly by Henry Cob Westerly by James Lewes.

The Lands of Sam^el Bacon.

Six Acres More or Less Running Southerly Sixty pole long & 18 in breadth bounded Northerly by ye Lands of Richard Foxwell Southerly

by ye Common Westerly by ye Lands of
Nathaniel Bacon Easterly by James Cob.

The Lands of Richard Foxwell.

1. four acres of Upland More or Less bounded
Northerly partly by Abraham Blush & partly by
Nathaniel Bacons Southerly by ye Highway Easterly
by Nicholas Davis Westerly by Nathaniel Bacon.
2. four acres of Upland More or Less bounded
northerly by ye Highway Southerly by Samel Bacon
Easterly by James Cob westerly by Nathaniel Bacon.
3. three acres of Marsh Meddow More or Less Butt=
ing Northerly on ye Sand Hills Southerly Running
40 Rod to ye Common Marsh. Easterly by Robert
Parkers Westerly by Thomas Huckens.

The Lands of John Scudder.

1. Six acres of Upland More or Less bounded
Southerly by ye High way Northerly by Mr Dimocks
Marsh Easterly by Mr. Dimocks Land Westerly
by Nathaniel Bacons.
2. forty Acres of Upland More or Less bounded
Northerly by ye high way Southerly by ye Com=
mons Easterly by Mr. Dimocks land Westerly
by Joshua Lumbard.

The Lands of Nathaniel Bacon Thomas Huckens
& John Phinny Senr In partnership together.

Ninety Six Acres be it More or Less of Upland
& fresh Meddow bounded Northerly by Mr
Bursleys Lands Easterly by ye River to an Is=
land of Upland Neer ye house of William
Dexter & So Round to ye River again & Run=
ning Along by ye River to the highway bound=
ed partly by ye highway and partly by
William Crockers Land Southerly by ye Com=
and Westerly by ye Commons

mons ^ to a Sett off about eight Rodds & thence
bounded Westerly by Mr Bursleys Land to ye
Northward End.

The Lands In partnership between Mr. Nathaniel Bacon & Thomas Huckens. a parcel of Marsh being nine acres More or Less at Sandy Neck at a place Commonly Called ye Bass Creek Bounded Westerly & Southerly by ye Mayn Creek to ye head where it Branches into two Little Runs of Water & then ye Westernmost of Sd Branches bounds it to ye head of ye Sd Westernmost Branch & thence Northerly to ye Sand hills Southerly & Easterly by a Broad Creek that Branches out of ye Said Main Creek Easterly at the Mouth thereof & from ye head of this Broad Creek Northerly to ye Sand hills

- 1: 23 at a Meeting of those Men appointed by ye Town according to order of Court for Examining Evidences of Lands ordered to be Recorded this 29 of Jan^y 1667 as followeth. Viz —

The Lands of Roger Goodspeed. fifteen acres be it More or Less bounded Easterly by ye Now path that Leads from his house to ye Indian field. Southerly by ye South Side of a white wood Swamp & partly by a line Running thence by a green pine tree to ye River & bounded Westerly & Northerly by his own land.

The Lands of John Tompson. twelve acres More or Less of Upland bounded Southerly by ye Indian field Easterly by ye Cedar Swamp & partly by ye Commons, northerly by ye Lands of Roger Goodspeed Westerly by his own Meddow

The Lands of Edward Fitts Randle. One hundred and twenty acres of Upland bounded Easterly by ye Lands heretofore in ye occupation of Mr John Bursley Westerly by ye Lands in ye occupation of Thomas Dexter. Northerly by ye Marsh Southerly by ye Commons Excepting the Kings high=

way which Runs across ye Sd Lands.

twenty three acres of Marsh be it More or Less bounded Easterly by ye Lands heretofore in ye occupation of Mr. John Bursley Westerly by ye Lands of Thomas Dexter. Southerly Upon ye Uplands Northerly partly by William Dexters Marsh & partly by ye Commons & partly by ye Committees Creek Commonly so Called.

The Lands of Thomas Hinckley.
twenty acres of Upland be it More or Less Lying on ye Western Side of Sconket River bounded Westerly by ye Lands of John Thompson In a Valley between two hills & partly by ye Commons Southerly by ye Beach Easterly by ye Marsh Extending Northerly in a Strip of Upland by ye Marsh Side from ye End of a pond till it Comes to a poynt of Upland that faces or poynts to ye broadest water or Bay: Northerly or Northeasterly together With all of the Strips or parcels of Marsh Lying on ye West Side of ye Sd River from ye Mouth thereof till it comes to a place Commonly Called goodman Tompsons Bridge & thence Westerly taking in all that Little Cove of fresh Marsh on both sides the Sd River.

11 of Feb. 1674 at a meeting of ye men appointed by ye Town to Examine Evidences of Mens Lands to be Recorded twas ordered to be Recorded as followeth.

To James Claghorn.

twenty Acres of Upland be it More or Less bounded Westerly to ye Lands of John Casly In ye occupation of Joshua Lumbart Easterly by ye Commons: northerly & Southerly by ye Commons being about 40 pole Broad & Eighty Long.

To John Otis.

a parcel of Marsh Containing three Acres be it

more or less which was granted to John Smith Lying by ye Bridge Creek & bounded Southerly and Easterly thereby & westerly partly by ye Commons & partly by a point of William Crockers Marsh Ranging Easterly from ye Said point through a great Salt pond to ye Mouth of a Little Creek that Issueth out of ye Said Bridge Creek & northerly by ye Commons.

To Samuel Annable.

fifty and four Acres of Upland be it More or Less bounded Westerly by ye Lands of Robert Parker Easterly partly by his own land & partly by ye pond Called Annables pond. Southerly by ye Commons as ye Range Runneth from a Markt tree Neer the West Corner of ye Said pond, by ye North Side of ye Small ponds & the Southward Side of a Little Spruce Swamp & Northerly partly by his own land & partly by ye lands of Abraham Blush only he is to leave a high way from ye Kings high way through ye Said Lands Into ye Woods or Commons and also ye old high way which leads by ye Swamp through ye lands of Robert Parker

Also Six Acres be it More or Less bounded Southerly by ye North Side of the above sd pond, westerly by his own land Northerly & Easterly by the Commons Running East & West forty Eight Rod and North and South twenty Rod.

1: 24

12 of May 1657

granted to Robert Davis a parcel of Common Land Within ye Common field Lying between Gdd Cob & Gdd Gorham In Case Gdd Cob Gdd Gorham Bernard Lumbart Thomas Lothrop & Nath^e Bacon Upon their Viewing they find it not greatly prejudicial to ye General or their particulars.

Granted to John Davis a parcel of Swamp and Common Land adjoyning there to Lying between Gdd Cobbs Nathaniel Bacons & Thomas Huckens & Abraham Blushes Land

Granted to Moses Rowley a parcel of Land lying between ye upper End of his Land & the fresh Marsh provided that a high way be left In Case It be found need; for any of ye Neighborhood.

also Granted That Thomas Lothrop & Bernard Lumbart Shall Lay out to William Crocker a parcel of Land adjoyning to part of his Own Land In Lue of what he wants of his land there provided a high way be Left If found need for any of ye Neighborhood.

30 of January 1649 Ordered by ye Inhabitants of the Town that Mr. Dimocke Gdd Cob William Crocker George Lewes & Thomas Hinkley have power to Order Such things About ye general field as Shall Conduce to the general good of ye Several Interestors therin.

at a Town Meeting this 25 April 1659
Granted by the Town that those Men whose great Lotts are Yet to be Laid out In Consideration they fall Remote that they Shall have three Acres of Marsh at South Sea laid out to Each great Lot if it be there to be had or according to that proposition.

granted Also to Henry Bourn a small piece of fresh Marsh adjoining neer Unto his great Lot Upon report Made by ye Land Measurers of ye Conveniency thereof to whom it was heretofore referred.

At a Town Meeting 27 of January 1661 ordered That Insign Lumbard Thomas Lothrop & Tristram Hull & Thomas Huckens Shall Take ye Best Course they Can to Run ye Line between This Town and Sandwich & Set Such Marks as May be known & Cause the Same to be Recorded & In Case Upon ye Tryal of ye Line It appear that there is any Upland or Meddow Claimed by any English (within ye Sd Line In our bounds) that is not a Inhabitant that Then Thomas Huckens & John Chipman Shall Solicate ye Court for our Right therein: and Also that they Run a South Line from ye Eight Mile End Into ye Sea.

Ordered that William Crocker Thomas Huckens & gdd Cooper are Impowered with ye Town Measures to Determine ye place or places where those which have not their great Lotts Shall have them provided It be not In ye Land Excepted to be Reserved for Commons. ordered That ye Same Men Viz gdd Cooper William Crocker & Thomas Huckins have power to take Notice of such as may Intrude themselves Into ye Town with out ye Towns Consent & to procure them not here to Reside without leave of ye Town.

- 1: 25 Know all men by these presents that I Kenecompsit Indian of Mattakeese In Barnstable for and in Consid=eration of five pounds In Currant pay to Me In hand paid, by Thomas Hinkley, John Gorham, John Davis & James Lewes in ye behalf of ye Town of Barnstable whereof and wherwith I do acknowledge My Self fully Satisfied and paid & thereof and of every part and par=cel thereof do acquit and Discharge ye Sd Thomas Hinkley John Gorham John Davis & James Lewes their and Every of their heirs Executors and administrators In behalf of them=selves and ye Sd Town have freely and Absolutely given granted Bargained Sold Enfeoffed Confirmed & by these presents do give grant Bargain Sell Enfeoffe and Confirm unto them the Sd Thomas Hinkley John Gorham John Davis and James Lewes

their heirs and assigns In ye Behalf &
 for ye Use of Sd Town of Barnstable and their
 Successours for ever all that My tract of Lands
 Lying and being In Barnstable aforesd at the
 South Sea bounded Easterly by ye Line which
 Runs between Yarmoth & Barnstable beside a
 Little Brook which Runs Into Yannos harbour. &
 bounded Southerly by ye Sd Harbour westerly to
 ye lands heretofore belonging to Nicholas Davis
 Deceased & Northerly to ye Lands bought of
 Yanno for ye Sd Town of Barnstable together
 with all ye profits priviledges & appurtenances
 to ye Sd Bargained premises belonging to Have
 and to hold ye Sd Tract of Lands and other
 appurtenances thereto belonging unto them
 ye Sd Thomas Hinkley John Gorham, John
 Davis and James Lewes In ye Behalf of ye Sd
 Town of Barnstable & to ye proper use & Behoof
 of ye Sd Town of Barnstable their heirs Success=
 ors & assigns for Ever. & I the Said Kenecompsit
 do for My Self My heirs Executors & administra=
 tors Covenant and grant to and with ye Sd
 Thomas Hinkley John Gorham John Davis and
 James Lewes their and Every of their heirs and
 assigns in ye Behalf of ye Sd Town all ye Sd
 Bargained premises to ye Sd Town to Warrant &
 Save harmless from all other titles grants Bar=
 gains Sales and Incumbrances whatsoever had
 Made Committed or Done, or to be had Made
 Committed or done By Me ye Sd Kenecompsit
 by mine heirs or assigns or any other Indian or
 Indians Lawfully Claiming any Right title
 Use or Interest Into all or any part or parcel
 of ye Sd Bargained premises. In Witness
 whereof I ye Sd Kenecompsit have hereunto Set
 My hand and Seal ye 13 Day of October 1675.

acknowledged before Mr Thomas Hinkley

Assistant

Kenecompsit *B* his Mark 

In presence of Joseph Lothrop, Same^l Hinkley Indian Ned of Sagnetucket personally appeared ye Date aboves^d and acknowledged his Relin=
quishing all his Right title and Claim In=
to all and Every part of ye S^d Tract of Lands
Lying within ye Township of Barnstable aboves^d

Witness his Mark *P*
before Me Thomas Hinkley Assistant.

at a Town Meeting 31 December 1674
Liberty is given to Mr Walley to lay down to ye
Towns use About an acre and a half of Land
that Lyes above ye Meeting House belonging to
ye Lot whereon his house Stands; and to
have So much laid out adjoining to his land
above ye head of Brother Coopers land.

Ordered That Thomas Hinkley Mr Gorham
John Davis and James Lewes or ye major
part of them be Impowered to buy a Certain
tract of Kenecompsit or Whosever Else Shall
appear to them to be the true proprietor thereof
the Said Land Lying at South Sea between
Yarmoth Line and ye lands heretofore of
Nicholas Davis, & to Lye for ye Towns Com=
mons; the Town being to pay ye purchase
thereof at a Town Meeting this 30 of Nov. 1675

£ s

Ordered that a Rate be made of about 5 - 10
for land bought of Kenecompsit at 5 £ as
per Deed appears above written
Whereof to Thomas Hinkley for his Disburs=

£ s

Ments & Deed - - - - - 3 - 10

£ s

Due to Kenecompsit on his order 30 Shillings 1 - 10

1: 26 At a Town Meeting ye 20th of May 1675
It is ordered that Elder Chipman, Ensign

Howland, William Crocker Same^l Annable & Joseph Blush are to view a Small parcel of Land at the head of John Jenkins land; and in the Towns Behalf to Determine an acre and an half or Less as they Shall See Cause granted Unto him for his Conveniency.

As also to Determine a parcel of Upland granted to Robert Parker which he hath fenst in as they Shall judge Convenient

Also granted to John Goodspeed a Corner of Swamp Lying between his fence and a Common fence on ye West side of ye River by his ground being about an acre or acre and half.

John Cooper doth acknowledge himself In hand paid and fully satisfied by John Hall Senior now of Yarmoth for a Neck of Upland bounded between ye great pond and That Commonly Called ye Shoal pond which the S^d John Cooper hath Sold unto ye S^d John Hall to him his heirs and Assigns for Ever and ordered ye Recording hereof as afores^d Witness his hand this 14th of February 1660 John Cooper
In ye presence of Thomas Hinkley

George Lewes Senior doth acknowledge himself In hand paid and fully satisfied for three Acres of Marsh More or Less at ye South Sea granted by ye Town unto him as per Grant appears bearing date ye 26 July 1654 by John Tompson & to have Sold ye Same Marsh unto ye S^d John Tompson his heirs and Assigns for ever ye S^d George ordering the Record Thereof the bounds being given in by ye Measurers as followeth Viz bounded Easterly by ye landing place & Westerly by ye next Creek to ye westward of ye Herring River & Northerly by ye Upland & Southerly by ye Oyster River In Witness whereof I ye S^d

George Lewes hath hereunto Set his hand this
27 of May 1661.

George Lewes.

In presence of Thomas Hinkley.

John Coggin Eldest Son Surviving of Henry Coggin
Deceas^d doth acknowledge himself In hand paid by
Lieut: Matthew Fuller six pounds three three Shillings
whereof & wherewith he doth acknowledge him self
fully Satisfied for Eight Acres of Marsh and an
Acre of Upland Lying at Scorton According as is
Recorded in This Book ye 3rd of February 1661
to ye Heirs of Henry Coggin which ye S^d John
Coggin hath Sold: & by these presents doth Sell
and Make over unto ye S^d Lieut: Matthew Fuller
his heirs & assigns for Ever as Witness his hand
this 7th of April 1664

John Coggin

In presence of Thomas Hinkley assistant

John Coggin Eldest Son Surviving of Henry
Coggin Deceas^d hath for & in consideration of
thirty five pounds In hand paid by John
Phinny Sen^r of Barnstable Sold and Made over
Unto ye S^d John Phinny all that his home lot
of Lands both Upland and ye Marsh adjoining
with ye two Shares in ye Calves pasture & ye four
acres of Marsh upon Jewels Island, according
as is Recorded In ye Town Book To ye Heirs of
Henry Coggin bearing Date ye 3rd of Feb: 1661.
With all and Singular ye appurtenances to ye
S^d premises belonging to him ye S^d John Phinny
his heirs and assigns for Ever With a Covenant
& promise by ye S^d John Coggin to Sign and Seal
any farther evidence according to Law which
ye S^d John Phinny or any under him Shall pre=
sent unto him In Witness whereof ye Said
John Coggin hath hereunto Set his hand
this 12 of April 1664.

John Coggin

In presence of Thomas Hinkley. Assistant.

1: 27

Quing Die April 1656

Know all men by these presents That I Thomas Lumbard In Barnstable In ye Colony of New Plymoth in America have ye Day and Year above named for and In Consideration of twenty pounds in hand paid to Me ye S^d Thomas; by Thomas Lewes of Barnstable afores^d, before the Ensealing and Delivery hereof, whereof and of Every part & parcel thereof I acknowledge My Self fully Satisfied & paid & therof and of every part & parcel Thereof I Do fully and freely acquit & Discharge him ye S^d Thomas Lewes his executors and Administrators firmly by these presents for Ever Bargained Sold assigned & Set over & by these presents do bargain Sell assign and Set over, Unto Thomas Lewes of Barnstable Afores^d a parcel of Upland Marsh and Meddow being a house lot ye S^d parcel of Upland Marsh and Meddow being twelve Acres be it More or Less and also a parcel of Marsh More Lying and being at ye Northerly End of ye S^d house Lot ye full breadth of it down to ye harbour being an appurtenance to ye S^d house Lot ye S^d Upland Marsh and Meddow being bounded Easterly by ye Lands of Thomas Lothrop Westerly by ye Lands of Robert Lynnel butting Southerly upon ye high way Northerly upon ye harbour; also a Dwelling house Standing and being upon ye S^d Upland with any other priviledges profits or Benefitts in or upon ye S^d Lands or thereunto belonging and appertaining Except My Share and Interest In ye Commons which I Do Reserve and keep as my proper Right to My own Use and Benefit for Ever To Have & to Hold ye S^d parcel of Upland Marsh and Meddow ye Marsh at ye End of it ye Dwelling house with ye premises afores^d to him ye S^d Thomas Lewes to his heirs and assigns for Ever I Say to ye only

proper use & behoof of him ye Sd Thomas Lewes
 his heirs and assigns for Ever & In witness hereof
 I the Sd Thomas Lumbard have hereunto Set my
 hand and Seal Even this 5th Day of April Anno
 Domini one thousand six hundred & fifty & six

Thos Lumbard ○ Seal

Signed Sealed & Delivered In presence of
 Henry Cob, William Casly.

Indorsed - - Joyce Lumbard acknowledged her
 free Consent to this Deed of Sale of Lands before
 Me this 17: of ye 3rd Month 1658

p^r John Alden Assistant

Taken out of the original Deed




Examined & Entered 20 Feb 1665 p^r Me Thomas Hinkley

Primo Die Octobr 1662

Be it known unto all Men by these presents that
 I Thomas Bourman of Barnstable In ye Colony
 of New Plymoth in New England in America have
 ye Day and Year above Named for and In Consid=
 eration of Seventy-Eight pounds In hand paid
 to Me ye Sd Thomas, by Robert Parker of Barnstable
 aforesd of which Sum and of Every part and
 parcel therof I acknowledge My Self fully Satis=
 fied and paid; & thereof and of Every part and
 parcel thereof I do fully and freely acquit & Dis=
 charge him ye Sd Robert Parker his heirs Executors &
 Administrators firmly by these presents forever
 bargained assigned Sold & Set over and by these
 presents do Bargain Sell Assign and Set over Unto
 Robert Parker aforesd a parcel of Upland Con=
 tayning and being twenty and five Acres be it
 More or Less butting Northerly Upon ye Marsh
 Easterly upon a Brook and Westerly upon a
 Brook and so Running Eighty Rod Southerly
 into ye Woods, and also a parcel of Marsh
 and Meddow ground Contayning and
 being sixteen Acres be it More or Less
 bounded Westerly partly

by John Jenkins & partly by a Ditch Cast
 up between Abraham Blush & him Northerly
 partly by ye high way and partly by
 Abraham Blush, Easterly partly by a great
 Swamp & partly by ye Marsh of Abraham
 Blush and also a parcel of Upland Contain=
 ing and being five Acres be it More or Less
 butting Northerly upon ye Marsh Southerly
 Upon a foot path Easterly upon a phashy
 Swamp & Westerly Upon his own land and
 also a Dwelling house with any Other Out
 housing thereon & therto belonging & apper=
 taining with whatsoever garden fence or
 fences or any other appurtenances profits or
 Emoluments thereunto belonging or appertaining.
 To Have and to hold ye S^d parcel of Upland
 and Marsh Meddow with ye Dwelling house out
 houses garden fences and other ye appurtenances
 thereof according to ye premises not by Coppy
 hold nor yet by night Service, but in free
 Soccage and after ye Maner of East Greenwich
 In ye County of Kent In England to him the
 S^d Robert parker his heirs and assigns for Ever
 & to the only proper use & Behoof of him the S^d
 Robert Parker his heirs and assigns for Ever
 and in Witness hereof I the S^d Thomas


1: 28 Bourman have hereunto Set My hand and Seal
 Even this 28th Day of October Anno Domini one
 Thousand six hundred and sixty and two.

The Mark & Seal of  Thomas Bourman
 Signed Sealed & Delivered In ye presence of William
 Casly The Mark of Thomas  Shave
 The Mark of John  Casly

Hannah ye wife of ye S^d Thomas Bourman Com=
 ing before Me Resigned up all her Right title and
 Interest Into any and all ye premises afores^d this
 28 of Octor 1662 Thomas Hinkley assistant

Taken out of ye original Deed and Entered This 26

of December 1664: pr Me Thomas Hinkley.

The 14 of January 1658 Know all Men by these presents yt I John Davis of Barnstable In ye Colony of New Plymoth In America have ye Day & Year above Sd for and in Consideration of three pounds & ten Shillings In hand paid to Me the Sd John Davis by Same^e Norman of Barnstable aforesd whereof and of Every part and parcel thereof I acknowledge My Self fully Satisfied and paid & thereof & of Every part and parcel thereof I do fully and freely acquit and Discharge him ye Sd Same^e his Executors and Administrators firmly by these presents Bargained Sold assigned and Set over & by these presents do Bargain Sell Assign & Set over Unto ye Sd Samuel Norman Six acres of Upland being part of My home lot & lying and being at ye End of My Little fenced field, bounded Easterly by ye high way from a Little Rock up to ye End of ye Sd Land by ye Way Side Westerly by ye Land of William Serjant Butting Northerly Upon ye Little fenced field of John Davis Aforesd Southerly Upon ye woods or Upon ye Lands of ye Sd John Davis & the Said Samuel is to Make and Maintain half ye fence at ye Northward End of ye Sd parcel of Land between John Davis and him as far as ye Sd parcel of Land Borders & Buttells Upon ye Land of ye Sd John To have and to hold ye Sd parcel of Upland According to the premises to him ye Sd Samuel Norman his heirs and assigns for Ever I say to ye only proper Use and behoof of him ye Sd Samuel Norman his heirs and assigns for Ever & In Witness hereof I have hereunto Set My hand and Seal Even this 14th Day of January Anno Domini one Thousand six hundred and fifty Eight. John Davis  Seal
Signed Sealed and Delivered In presence of William Casly, John Serjant

Taken out of ye Original Deed per Me Thomas Hinkley and Examined by ye five Men appointed by pr Town to Examine Evidences.

be it known to all Men by these presents that Samuel Norman Named and Mentioned Within ye Deed Above bearing Date of 14 of January 1658 for in Consideration of Seven pounds to him in hand paid by John Davis ye other party to ye Said Deed above before Mentioned wherewith ye Said Same^l Did acknowledge himself fully Satisfied and paid & did personally appear before Me Thomas Hinkley assistant acknowledging his Assignment and Making over ye above and before Mentioned Deed with all ye Lands therin Exprest together with ye Dwelling house out houses & fencing In or Upon ye S^d premises Unto him ye S^d John Davis his heirs and Assigns for Ever To Have and to hold all ye premises with their appurtenances to him the Said John Davis his heirs and Assigns for Ever and the Said Samuel Norman did give Liberty to ye S^d John Davis to have these presents Recorded. In Witness Whereof ye Said Samuel Norman Set to his hand ye 26th of Feb : 1665.

Samel Norman  Mark

Ita: Attest predict

Thomas Hinkley

Entered this 29 of January 1667. Assistant

pr Me Thomas Hinkley.

Signed & Delivered

In presence of William Casly,

John Shelly

Shobal Dimock

James Lewes.

- 1: 29 To all Christian people to whom these presents Shall Come Josias Hollet Sometime of Barnstable Mariner within ye Government of New Plymoth in New England In America Sendeth greeting &c know ye that I the

Said Josias Hollet for and In Consideration
 of ten pounds Sterling Viz five pounds in
 Currant English Money & five pound In
 provision to Me in hand paid by John
 Haddeway of Barnstable aforesd planter where=
 of & wherewith I do acknowledge My Self fully
 Satisfied and paid and thereof and of Every
 part and parcel thereof do for my Self My heirs
 Executors & administrators & Every of them Exon=
 erate Acquit and Discharge the Sd John
 Haddeway his heirs Executors and administra=
 tors and Every of them for Ever by these presents
 have freely and absolutely given, granted Bar=
 gained, Sold Enfeoffed & Confirmed and by these
 presents do give grant Bargain Sell Enfeoffe &
 Confirm Unto ye Sd John Haddeway his heirs and
 assigns for Ever My house and all My house Lot
 of Lands Lying and being In Barnstable Aforesd
 Containing Eight Acres of Upland be it More
 or be it Less with three acres of Marsh Med=
 dow be it More or Less Ye Sd Upland
 being bounded Easterly by ye Lands of
 James Lewes & Westerly by John Davis & Norther=
 ly by ye Sd John Haddeway Running South=
 erly Into ye woods & the Sd Marsh Meddow bound=
 ed Southerly & Westerly by ye Old Mill Creek
 Northerly by ye Beech and Easterly by
 Abraham Blushes land as also all buildings
 Edifices & fences Upon ye Sd premises and
 all and Every their appurtenances whatsoever
 To Have and to hold to ye Sd John Haddeway
 his heirs and assigns for Ever and to ye only
 proper Use and Behoof of Him ye Sd John
 Haddeway his heirs and Assigns for Ever
 to be holden of his majesty as of his Man=
 nor of East Greenwich in ye County of Kent
 in ye Realm of England In fee and Common
 Soccage & not in Capute Nor by Knights Service
 by ye Rents and Services thereof Due and of

Right Accustomed & With Warranties against
 all people what soever From by or Under Me
 the S^d Josias Hollet Mine heirs Executors and
 Administrators or any of us Claiming any
 use Right title or Interest of or into ye S^d
 premises or any part or parcel thereof & I
 the S^d Josias Hollet do also Covenant prom=
 ise and grant by these presents that it Shall
 and May be Lawful to and for ye S^d John
 Haddeway his heirs and assigns by them=
 selves or their Attorney to Enroll these pres=
 ents or Cause them to be Enrolled In his
 S^d Majesties Court at Plymoth afores^d before
 ye Govenour for the time being according to
 ye usual Manner and order of Recording &
 Enrolling Evidences In Such Case provided In
 Witness whereof I the said Josias Hollet have
 hereunto Set my hand & Seal this 14th Day of Dec=
 ember 1661 Josiah Hollet ○ Seal.
 Signed Sealed and Delivered with possession
 given and Taken of ye S^d premises In presence
 off Joseph Hollet, John Crow X his Mark.

taken out of ye original Deed p^r Me
 Thom^s Hinkley.

Memorandum the 31 March 1659.

These presents Witnesseth that I Mary Hollet
 now Living In Barnstable do freely and absolute=
 ly give unto My Son in Law John Haddeway
 that parcel of Land which I am now possess=
 ed of, which hath been Commonly Called
 Goodspeeds Hill bounded on ye High way on
 ye one Side & that Swamp that is on that
 Side adjoyning to James Lewes his land and
 to ye afores^d land on the other and ye Afores^d
 Swamp to be John Haddeways given as the other
 land is bounded on ye Southernmost part of ye
 Garden y^t ye S^d John Haddeway hath fenced
 in; to ye place where Roger Goodspeeds Old

House Stood by ye High way Side the which I do
 give all My Right title and Interest both from
 Me and Mine for Ever Unto ye Aforesd John and
 his heirs for Ever to have and to hold without any
 Molestation from Me or any Under Me laying or
 Claiming any title thereunto provided that in Case
 ye aforesd John Haddeway Shall hereafter Sell this
 parcel of land or any buildings or fences there
 upon that ye Doner and her heirs have ye first
 Refusal thereof Witness My hand ye Day and Year
 above Sd Mary Hollet.
 Witness John Gorham, Nicholas Nickerson.

31 of March 1659 farther these presents testifi=
 eth that Josias Hollet Son of ye above Mentioned
 Mary Hollet doth assent freely and absolutely to
 My Mothers abovesd Act ; not hereafter laying or
 Claiming any Right or title to any part or par=
 cel of lands or houses or fences above Mentioned
 whereunto I have Set my hand ye Day & Year
 above Written Josiah Hollet.
 Witness -- John Gorham, Nicholas Nickerson

This is a True Coppy taken out of ye original
 Deed of Gift as Attest Thos. Hinkley

1: 30 James Hamblin doth acknowledge himself
 In hand paid & fully Satisfied by Thomas
 Ewer for an acre of Marsh be it More or Less
 Recorded to ye Sd James Hamblin bounded
 Easterly by John Crocker & Westerly by Thomas
 Hinkley w^c the Sd James Hamblin hath Sold to
 ye Sd Thos Ewer his heirs & Assigns for ever and
 ordered the Record hereof as aforesd.

Witness his hand this 14 Day of May 1661

James Hamblin

In ye presence of Thomas Hinkley

Jonathan Hatch & Thomas Shave do acknowl=
 edge themselves fully Satisfied & In hand

paid by John Tompson for fifty Acres of Upland & Eight Acres of Marsh be it More or Less the Upland lying at a Creek Common=ly Called Sepawessisset alias Sepanisset Re= corded to ye S^d Jonathan Hatch 14 February 1650 and ye Marsh as bounded In ye S^d Record to him ye S^d John Tompson his heirs and assigns for Ever Sold by ye S^d Jonathan Hatch & Thomas Shave bounded as per Certificate from ye Meas=urers appeareth as followeth Viz fifteen Acres Lying on ye South Side of ye S^d Creek bounded Southerly & Westerly by ye Commons Easterly by a Little Swamp Northerly partly by ye S^d Creek & partly by ye harbour and thirty five Acres bounded Southerly by ye S^d Creek Lying 140 Rod Long by ye Sea Side and 40 Rod into ye woods In Witness Whereof they have hereunto Set yr hands this 27 May 1661.
Jonathan Hatch The Mark of Thos^r Shave ○
In presence of Thos^r Hinkley

The 29 Day of May 1656.

Know all Men by these presents that I Robert Shelly of Barnstable In ye Collony of New Plymoth In America have ye Day and Year Above Named for and in ye Con= sideration of twenty pounds In hand paid to Me ye S^d Robert by George Lewes Junior of Barnstable Afores^d before ye Ensealing & Delivery hereof: of all which Sum and of Every part & parcel thereof I acknowledge My Self fully Satisfied and paid; & thereof and of Every part and parcel thereof I Do fully Acquit and Discharge him ye S^d George Lewes his Executors and administra= tors firmly by these presents for Ever Bargain= ed sold Assigned & set over & by these presents do Bargain sell Assign and Set over Unto

George Lewes of Barnstable Aforesd a parcel of Upland being sixteen Acres More or Less bounded on ye West Side by Mr Dimocks Land beginning at a Black Stump & so Ranging Southerly to ye High way bounded Northerly by ye Land of Isaac Wells, Easterly by ye High way that goes into ye Common field Butting Southerly upon ye Common High way and also a Dwelling house Upon ye Sd Upland to Have and to hold ye Sd parcel of Upland Dwelling house with all out housing garden plot fencing or any other profits to him ye Sd George Lewes to his heirs and Assigns for Ever and in Wittness hereof I the Sd Robert Shelly have hereunto Set My hand & Seal Even this 30 Day of May Anno Domini: one thousand six hundred fifty six.

Robert Shelly & ○ Seal

Signed Sealed & DD In presence of William Casely, Joseph Lothrop.

Joyce Lumbart Doth acknowledge her free Consent to ye Sale of sixteen Acres of Land More or Less ys 17:3:58 before Me John Alden Assistant This is a True Coppy taken of ye original Examined & Truly Compared therewith & Entered ye 24 Day of March 1683/4 Per Me Joseph Lothrop Town Clerk Decimo Die September 1656

Know all Men by these presents that I Joshua Lumbard of Barnstable In ye Collony of New Plymouth In America have ye Day and Year above Named for and In Consideration of two pounds & five Shillings In hand paid to Me ye Sd Joshua by George Lewes Junr of Barnstable Aforesd before ye Ensealing and Delivery hereof Whereof and of Every part and parcel hereof I Do fully & freely Acquit and Discharge him ye Sd George his Executors and administrators firmly by these presents for Ever Bargained Sold Assigned & Set over & by these presents do Bargain

Sell Assign and Set over Unto George Lewes Junior
 of Barnstable Aforesd five Acres of Upland be it
 More or Less as it Lyeth being bounded East=
 erly by ye Land of Thomas Lumbard; Westerly
 by Bernard Lumbart Butting Northerly Upon ye
 Highway; Southerly Upon the Land of Bernard
 1: 31 Lumbard x and also a Barn Standing & being up=
 on ye Sd Land to have & to hold ye Sd parcel of
 Upland and ye Barn according to ye premises,
 to him Ye Sd George Lewes to his heirs and
 assigns for Ever : I Say to ye only proper Use and
 Behoof of him ye Sd George Lewis of his heirs
 and assigns for Ever & In wittness hereof I the
 Sd Joshua Lumbard have hereunto Set My hand
 and Seal Even this twenty Second Day of Sept=
 ember anno Domini one thousand six hundred
 fifty & six.

The Mark of Joshua † Lumbard & ○ Seal
 Signed Sealed & DD In ye presence of
 William Casly, Bernard Lumbart.

These presents Witness that I Joyce Lumbard
 do Resign My Right & Interest In ye parcel
 of Upland Specified Above viz on ye last page
 unto the Sd George Lewes Witness My hand
 ye Day & Year above named.



The Mark of Joyce † Lumbard
 Acknowledged by ye Sd Joyce Lumbard this
 14 of May 1660 before Me Thomas Hinkley

This is a True Coppy taken out of ye origi=
 nal Examined and Truly Compared therewith
 & Entered ye 24 Day of March 1683/4. Pr Me
 Joseph Lothrop Town Clerk

To all people to whome these presents Shall Come
 George Lewes of the Town of Barnstable In ye
 Government of New plymoth In New England
 Husbandman Sendeth Greeting & know ye that
 I the Sd George Lewes for and In Consideration
 of one good Cow to Me well and Truly paid by

by James Lewes Senr of ye Town of Barnstable Afore=
 sd Blacksmith ye Receipt whereof I the Sd George
 Lewes do hereby acknowledge & My Self therwith
 fully Satisfied Contented and paid by these pres=
 ents have given granted bargained Sold Aliened En=
 feoffed & Confirmed & by these presents do fully
 and absolutely give, grant bargain Sell Aliene En=
 feoffe & Confirm unto him ye Sd James Lewes his
 heirs and Assigns for Ever all that ye one Moy=
 etie or half part of three Acres of Marsh Lying
 and being at a place Commonly Called Sandy
 Neck in ye Township of Barnstable Aforesd & Stands
 Recorded to Me In this Book for three Acres be it
 More or Less bounded Westerly by Richard Childs
 Easterly by Nicholas Davis which Said Moyetie
 or half part of said three acres Containing
 one acre and half be it More or Less is now
 bounded by Capt. Lothrop's Meddow one ye west
 and by ye Meddow of ye Said George Lewes be=
 ing ye other half part of Said three acres on
 ye East by ye Sand hills on ye North & Souther=
 ly by ye Commons with all and Singular
 ye Rights Members and appurtenances to ye
 Sd Moyetie or half part of Said three Acres of
 Marsh Belonging or in any wise appertaining
 and ye Reversion and Reversions Remainder
 and Remainders of all and Singular ye be=
 fore Mentioned premises and also all ye Es=
 tate Right title Interest Use possession prop=
 erty Claim & Demand Whatsoever of me ye
 Sd George Lewes of, in, or to ye Same to Have &
 to Hold ye said Moyetie or half part of Said
 three Acres of Marsh and all and Singular
 others ye premises hereby granted Bargained &
 Sold with the appurtenances whatsoever Unto ye
 Said James Lewes his heirs and Assigns to the
 only proper Use and behoof of him ye Said
 James Lewes his heirs & Assigns for Ever and
 I the said George Lewes for My Self My heirs

Executors & Administrators and Every of them do Covenant promise grant and agree to and with ye S^d James Lewes that at ye Time of Ensealing of these presents I have full power good Right & Lawful Authority to grant Bargain Sell and Convey all and Singular ye before granted premises with ye appurtenances Un= to ye S^d James Lewes his heirs and assigns In Manner and form Afores^d and that free= ly & Clearly acquitted Exonerated and Dis= charged or otherwise from time to time well and Sufficiently Saved and kept harmless by Me ye Said George Lewes My heirs Executors and Administrators of and from all Manner of former & other Gifts grants Bargains Sails title Charges demands and Incumbrances Whatsoever had Made Committed Omitted or done by Me ye Said George Lewes My Heirs or assigns or by any other person or persons whatsoever Lawfully Claiming from by or Under Me or them or any of them or by Mine or any of our Means Consent or procurement In Witness whereof I the Said George Lewes have hereunto Set My hand and Seal this Fifteenth Day of January In the year of our lord one Thousand Six hundred and Eighty and three.

The Mark of George  Lewes  Seal
Signed Sealed and DD In presence of James
Cob Joseph Lothrop Town Clerk

Ita Attest David Crocker Town Clerk

- 1: 32 To all people to whom these presents Shall
Come Henry Tayler of ye Town of Barnstable in
ye Government of New Plymouth In New England
Joyner : Sendeth Greeting &c that whereas I the
Said Henry Tayler having bought by way of Ex=
change for other lands of George Lewes of ye
Town of Barnstable Afores^d husbandman a

parcel of Upland Containing one acre be it
 More or Less Neer Adjoyning to ye Lands and
 now dwelling house of Me ye Said Henry Tayler
 In Barnstable Afores^d and I the Said henry
 Tayler being Necessitated to Improve ye Said
 parcel of Land bought as afores^d for pas=
 turing and yarding of Cattle whereby Without
 good & sufficient fence Made Kept and
 Maintained between the lands of ye Said
 George Lewes and ye Lands of Me ye Said
 Henry Tayler bought as afores^d ye Said George
 Lewes Lyes Liable to Much damage Now
 know yee that I the said Henry Tayler for
 and In Consideration of ye premises for
 My Self my heirs Executors and Adminis=
 trators do Covenant and grant to and with
 ye S^d George Lewes, his heirs Executors and
 Administrators & to and with Every of them
 by these presents that I the Said Henry Tayler
 Shall & will at ye Costs & Charges of Me My
 heirs Executors and Administrators Make Main=
 tain & keep up a good Substantial and Suffi=
 cient fence from time to time & at all times
 for ever hereafter on ye penalty of two Shill=
 ings per Rod which Shall be Deffective or no
 fence at all and for Every Rod Deffective or not
 at all as afores^d whereby ye S^d George Lewes
 or his Assigns Comes to be damnified in his
 or their Corn Except in ye Winter when no
 Corn is upon ye Ground and the S^d George
 Lewes is not Damnified therby the Said fence
 to be made Maintained & kept up as afores^d
 is to be on ye Eastward Side of ye Said Acre
 bought by Me as afores^d between that and
 ye Lands of ye S^d George Lewes Running from
 ye Highway Straight over Northerly to a Small
 Sappling white oak on ye other Side of ye
 Gully that Runneth out of ye Swamp and
 So onward to a Rock that Lyeth in ye S^d

fence, & from thence Compassing About a
 Swamp to a walnut tree Stump in S^d fence
 & thence to ye Highway that goeth into ye
 Common field Upon a west Line Contain=
 ing twenty Rod or Upward In Witness
 Whereof I the S^d Henry Tayler have hereunto
 Set My hand and Seal this nineteenth
 Day of April In ye year of our Lord God
 one Thousand ~~and~~ Six hundred Eighty
 and four. Henry Tayler ○ Seal
 Signed Sealed and Delivered In presence
 off Joseph Lothrop Town Clerk John Murdo

We, Bernard Lumbard & Thomas Lothrop ye
 Land Measurers of ye Town of Barnstable do
 testify and Say that those Lotts of Land
 which we Laid out on ye north Side of ye
 pond, Commonly Called the Indian pond
 Neer where are now Living James Hamlin
 John Hamlin, Eleazer Hamlin & Some others
 ye foot Line of ye S^d Lotts Runs Neer about
 that place where Nicholas Bonham house
 formerly Stood & from S^d Foot Line Runs
 Eight Score Rods up towards ye hills tak=
 ing in ye neck and appurtenances there=
 to belonging & there Cut of by a Square Line
 In Witness whereof we ye S^d Bernard Lumbart
 & Thomas Lothrop have hereunto Set our
 hands this Eleventh Day of March one
 Thousand Six hundred & Eighty four five
 Bernard Lumbart, Thomas Lothrop.

Whereas ye Town of Sandwich and ye Town
 of Barnstable have Chosen and Deputed
 agents out of Each of S^d Towns to Meet
 together to agree Upon & to Settle ye Center
 Bounds between ye Town of Barnstable and
 ye Town of Sandwich afores^d we therefore ye
 S^d Agents being Met together this 29 Day of

June 1685 have therefore Mutually Agreed on and Settled ye Sd Bounds at a pretty Bigg Stone Set with one End In ye Ground by an old Stump Standing in ye Ground between two Cart ways just as they Meet by a pair of gates that now Stand Neer ye Marsh at the going on of ye Causway as they Commonly go over from ye Town of Barnstable to Scorton Neck and is Neer to ye Now Dwelling house of Jedediah Jones as Witness our hands ye Day and Year Above sd

John Howland }
John Fuller } agents for ye Town of Sandwich

Edward Perry }
Joseph Holly } agents for ye Town of Sandwich
Stephen Skiffe }

Transcribed out of ye Original ye 30 Day of
June 1685 p^r Me Joseph Lothrop Town Clerk.

- 1: 33 To all people to whom these presents Shall Come Kenecompsit of Barnstable In ye Government of new plymoth in New England In America Indian Sendeth Greeting &c know ye that I the Sd Kenecompsit for and in Consideration of five pounds 19^s Sterling to Me In hand paid by James Lewes Blacksmith Edward Lewes & John Lewes of Barnstable Aforesd planters whereof I do acknowledge ye Receipt & thereof and of Every part & parcel thereof do for My Self Mine heirs Executors and administrators & Every of them Exonerate acquit and Discharge the Sd James Edward & John Lewes their & Every of their heirs Executors & Administrators & Every of them by these presents have by and with the Consent and approbation of Thomas Hinkley and Nathaniel Bacon of Barnstable Aforesd Gent. appointed thereunto by authority of Court freely & absolutely given granted bargained Sold, Aliened Enfeoffed & Confirmed &

by these presents do give grant Bargain, Sell, Aliene Enfeoff and Confirm unto ye S^d James, Edward & John Lewes their and Every of their heirs and Assigns all that my parcel of Upland Lying and being in Barnstable afores^d at a place Commonly Called Mattakeese In ye Common field Containing Seven Acres be it More or Less bounded Westerly by the Lands In ye Occupation of Jabez Lumbart or his assigns Running Easterly Through a Swamp by ye Range of ye old ground to another Swamp on ye top of the hill & thence Ranging by ye Swamp Side Southerly to ye End of ye S^d Swamp to a Markt tree & thence Westerly about 8 Rod to a markt tree & thence by a Set of as tis Staked out Southerly to ye Lands In ye Occupation of George Lewes & thence Running by his Range Westerly to a point of ye afores^d Lands of ye S^d Jabez Lumbart & bounded Northerly by ye Lands of ye S^d Kenecompsit together With all the priviledges profits and appurtenances to ye S^d Bargained premises belonging or in any Ways appertaining & With all Writtings Evidences Records Court Rolls or Coppys thereof with any other Lands therein Contained at ye proper Cost & Charges of ye S^d James Edward & John Lewes their or Either of their heirs and assigns or any of them to Have and to Hold the S^d parcel of Land with all the premises & Every of their appurtenances Whatsoever In & by these presents Mentioned or Intended to be given granted and Confirmed Unto ye S^d James Lewes Edward Lewes & John Lewes their and Every of their heirs and assigns & to ye only proper use & Behoof of them ye S^d James Edward & John Lewes theirs and Every of their heirs and assigns for ever with Warrantees against any people whatsoever from by or under Me ye Said Kenecompsit Mine heirs or assigns or any of us Claiming any

Right, title Use or Interest into ye S^d Bargained premises or any part or parcel thereof & I the Said Kenecompsit do for my Self Mine heirs Execu=
tors and administrators and Every of them prom=
ise and grant to & with the S^d James Lewes Edward Lewes & John Lewes their and Every of their heirs & assigns that at the time of Ensealing & Delivery of these presents I have full power just Right & Lawful Authority to give grant Bargain Aliene and Confirm unto ye S^d James Edward and John all ye forementioned premises In and by these presents Mentioned or Intended to be given, grant=
ed, Aliened and Confirmed according to ye True Intent & Meaning of these presents and that ye before Mentioned Bargained premises are and Shall Continue to be free and Clear and Clear=
ly acquitted & discharged or otherwise Sufficient=
ly Saved and kept harmless from all other gifts grants titles Bargains Sails & Incumbrances what soever had Made done or suffered to be done by Consent Knowledge or privity of Mine or any from by or under Me ye S^d Kenecompsit or any other Indian Lawfully done Committed or Made; Excepting ye Maintaining of ye prop=
er proportion of fence thereunto Laid or Belong=
ing & that it Shall and May be Lawful to and for ye S^d James Edward and John their heirs and assigns or any of them by themselves or their attorney to Enroll these presents or Cause them to be Enrolled In his Majesties Court at Plymoth before ye Governour for ye time being according to ye usual Manner and order of Recording & Enrolling Evidences In Such Case provided or in ye Town Book of Barnstable In witness whereof I the Said Kenecompsit have hereunto Set My hand and Seal this 14th Day of April Anno Domini one Thousand six hun=
dred sixty & eight.

Kenecompsit *B(L* Mark & **O** Seal

Signed Sealed and Delivered In ye presence of
 Thomas Lewes, Samuel Hinkley.

The within & above Mentioned Kenecompsit personally appeared before us & acknowledged these presents to be his act and Deed this 20th of April 1668. Ita. Attest. Thomas Hinkley

Nathaniel Bacon Assistants.

This is a True Coppy Taken out of ye Original Deed Truly Examined and Compared therewith & Entered this 5th Day of February 1683.


per Me Joseph Lothrop
 Town Clerk

1: 34 This Indenture Made the 6th Day of April In ye Year of our Lord one Thousand six hundred seventy and Eight between Roger Goodspeed of ye Town of Barnstable In ye Government of New Plymoth in New England yeoman of ye one part & John Goodspeed and Ebenezer Goodspeed of ye Same Town and Government Abovesd of ye other part witnesseth that ye Sd Roger Goodspeed as well for ye Natural Love and affection which he beareth toward ye Sd John Goodspeed & Ebenezer Goodspeed ye Natural Sons of ye Sd Roger Goodspeed as for Divers other Considerations him at this time hereunto Moving Especially for ye Maintenance of himself & Alice his now wife During their Natural Lives hath given granted Enfeoffed and Confirmed & by these presents doth give grant Enfeoff and Confirm Unto ye Sd John Goodspeed & Ebenezer goodspeed their heirs and assigns for Ever all that ye Lands and Meddows of ye Sd Roger Goodspeed Lying at ye South Sea and at ye ponds where he now Lives Except six acres of Upland More or Less During ye Natural Life of ye Sd Roger Goodspeed & Alice his now wife Lying at ye ponds Neer his now Dwelling house bound=

ed Southerly by ye Cart way & Westerly by ye Cart
 Way Easterly by ye pond Northerly from ye North
 End of ye pond Running west to ye Cartway
 with all and Singular ye Rights Members and
 Appurentances together with all orchards gar=
 den yards feedings pastures woods Underwoods
 ways profits Commodities Commons of pas=
 ture hereditaments and appurtenances whatso=
 ever to ye S^d Lands or Meddows or to any part
 or parcel of y^m belonging or in any wise ap=
 pertaining; All which lands and Meddows
 with Every of their Rights members & appurte=
 nances whatsoever before In and by these pres=
 ents Mentioned are Situate lying & being with=
 in ye Town ship of Barnstable Afores^d & now
 or late in ye tenour or Occupation of ye S^d
 Roger goodspeed or his assigns & ye Reversion &
 Reversions Remainder & Remainders of all and
 Singular the before Mentioned premises and also
 all ye Estate Right title & Interest use possession
 property Claim & Demand whatsoever of him ye
 S^d Roger goodspeed of in or to ye Same Except
 as is before Excepted to have and to Hold ye S^d
 Lands and Meddows & all and Singular ye
 premises hereby granted with all and Every of
 their Rights Members and Appurtenances what=
 soever Unto ye S^d John Goodspeed & Ebenezer
 goodspeed their heirs and assigns for Ever to
 ye uses Intent & purposes hereafter in these
 presents Limited & declared & Upon Condition
 that ye S^d John Goodspeed & Ebenezer goodspeed
 Joyntly and Severally their heirs Executors ad=
 ministrators and assigns and Every of them
 from year to year & Every year During ye nat=
 ural Life of ye S^d Roger goodspeed & Alice his
 now wife Shall and will well and faithfully
 till and Improve ye aboves^d Excepted six acres
 of Upland for ye Use and behoof of ye above
 S^d Roger goodspeed & Alice his Wife as is aboves^d

by planting ye one half thereof with Indian
 Corn Every year and to tend it well and at
 harvest to gether it & to Carry It into the house
 ye other half of ye Sd six acres of land to Sow
 with English grain and ye Same to harvest
 and Carry Into ye Barn & to Maintain a good
 and Sufficient fence about ye Sd Land & to
 Manure by laying twelve good loads of Dung
 upon ye Same Every year and to Draw all ye
 wood yt ye Said Roger Goodspeed and Alice
 his wife Shall have necessary use to Expend
 In firing During ye Life of Either of them
 provided always yt ye Sd Roger Goodspeed
 Cut ye wood or Cause it to be Cut and also
 Carry or Cause it to be Carried all ye Corn to
 Mill & bring home ye Meal that ye Sd Roger
 goodspeed & Alice Shall have Occasion to
 Spend In ye family; for their Sustenance
 during ye lives of either of them and far=
 ther ye Sd John Goodspeed & Ebenezer goodspeed
 Shall and Will Sufficient and well with good
 hay Winter four Cows for ye Sd Roger goodspeed
 and Alice his wife yearly & every year during
 ye Life or Lives of Either of them as also to Win=
 ter two horses for ye use of ye Sd Roger & Alice
 by providing and Giving them Sufficient & good
 hay Every Winter & to pasture them in good
 pasture within fence in ye Summer year
 after year During ye Lives or life of Either of
 ye Sd Roger Goodspeed or Alice his Wife and
 ye above Sd Roger goodspeed as well for ye
 natural Love & affections which he beareth to=
 wards ye Sd John Goodspeed & Ebenezer goodspeed
 ye natural Sons of ye Sd Roger goodspeed as
 for ye Considerations Above Specified hath
 given granted & Confirmed and by these presents
 doth give grant and Confirm Unto ye Sd John
 Goodspeed & Ebenezer Goodspeed four Oxen to
 have and to Hold and & Singular ye oxen as

aforesd to ye aforesd John Goodspeed and Ebenezer goodspeed their Executors administrators and assigns to them and their own proper use & behoofs for either thereof & therewith to so use and Dispose at their will and pleasure as of their own proper goods and Chattels Witnesseth Now farther this Indenture & it is hereby Explained and Declared that it is the true Intent and Meaning of ye Sd parties to these presents that all and Singular ye Lands and Meddows and Oxen above Mentioned with all their Rights Members & appurentances be equally divided between ye Sd John goodspeed & Ebenezer Goodspeed party to these presents their or either of their heirs Executors administrators or assigns when either of them or Either of their heirs Executors administrators or assigns Shall please; and if it Shall happen that any of ye Conditions above Mentioned Shall be unperformed & Not Made good by ye above Sd John Goodspeed and Ebenezer goodspeed their or Either of their heirs Executors administrators or assigns being Lawfully Required thereunto that their and from thence forth and at all times after it Shall and May be Lawful To and for ye Sd Roger goodspeed his Executors administrators & assigns Into ye Sd Lands and Meddows with ye appurtenances & into Every part and parcel thereof wholly to Reenter & ye Same to have again Possession and Enjoy as in his or their former Estate In Witness whereof ye parties Above Named Unto these present Indentures Interchangeably have Set their hands and Seals ye Day and year above written.

the Mark of Roger *R* Goodspeed and  Seal
Signed Sealed and DD In presence of us

Joseph Lothrop. Edward Rowel

This is a True Coppy taken out of ye original
Examined & truly Compared therewith & Entered
the first of May 1685 pr Joseph Lothrop.

Town Clerk

1: 35 The Lands of John Lothrop as it was given Under
 ye Land Measurers hands by them Laid out to
 him by Virtue of ye Towns grant formerly to him
 Viz. four acres of Upland be it More or Less
 bounded by ye highway northerly & by the Com=
 mons Westerly Neer ye Easterly Side of ye graves
 by a Southerly Line from ye Sd Highway to a
 Split Rock & by ye Commons Southerly & Easterly
 by a line from a deep hole to a white Oak Markt
 Neer a flat Rock by ye Sd highway

To all people to whome these presents Shall Come
 Joseph Hull of Barnstable In ye Government of
 New plymoth In New England Cooper sendeth
 greetings &c know ye that I the Sd Joseph Hull
 for and in Consideration of Eighty & five
 pounds of Currant New England Money to Me
 in hand paid by John Lothrop of Barnstable

Aforesd Mariner the Receipt whereof I do hereby
 acknowledge & thereof and of Every part and par=
 cel thereof do Exonerate Acquit and Discharge
 him the Sd John Lothrop his heirs Executors and
 administrators & Every of them for Ever by these
 presents have freely and absolutely given grant=
 ed bargained Sold Aliened Enfeoffed and Con=
 firmed and by these presents do give grant Bar=
 gain Sell Aliene Enfeoffe and Confirm unto him
 ye Sd John Lothrop to his heirs and Assigns for
 Ever all that my Messuage or Tenement With all
 ye Lands both Uplands & Meddows thereunto be=
 longing Situate Lying and being In Barnstable
 Aforesd and Now or of Late In ye tenure or occu=
 pation of Me ye Sd Joseph Hull or My Assigns
 and is bounded on ye East by ye Lands of
 Barnabas Lothrop and on ye West by ye Lands In
 ye Tenure or Occupation of Mehitable Annable
 Wid. or her assigns and Extendeth Northerly to
 ye Harbour together with all houses buildings
 & Edifices In or upon ye Sd premises & Every

their appurtenances, and all ye Rights Mem=
 bers priviledges Commons and Appurtenances
 whatsoever to ye Sd Messuage or tenement be=
 longing (Except ye Use of ye Eastern End of ye
 Sd Dwelling house with Liberty for a Cow and
 a horse In ye pasture Untill ye Last of June
 next ensuing ye Date hereof & no Longer) & ye
 Reversion & Reversions thereof and all My Estate
 Right title and Interest Into ye Sd Bargained pre=
 mises & Every part and parcel thereof To Have and
 to Hold all ye Sd Messuage or tenement & Lands
 with other ye Bargained premises & their appurte=
 nances Unto him the Sd John Lothrop his
 heirs & Assigns for Ever and to ye only proper
 Use and behoof of him ye Sd John Lothrop his
 heirs & assigns for Ever and I the Sd Joseph Hull
 for my Self my heirs Executors and administra=
 tors and Every of them do Covenant promise
 and Grant to and with ye Sd John Lothrop his
 heirs and Assigns that att ye Time of Enseal=
 ing and Delivery of these presents I am ye True
 and Lawful owner of ye Sd Bargained Messuage
 and premises & have full power Just Right
 and Lawful Authority to grant Convey and
 Assure ye Same Unto him ye Sd John Lothrop
 In Manner and form Aforesd According to ye
 True Intent and Meaning of these presents; and
 farther that all ye Said Bargained premises are
 be and Shall Continue to be Unto ye Sd John
 Lothrop his heirs and Assigns for Ever freely
 and Clearly Exonerated Acquited and Discharg=
 ed or otherwise Upon Request Sufficiently Saved
 and kept harmless of & from all other and
 former gifts grants Bargains Sales Mortgages
 Joynters Dowers or titles of Dowers forfeitures troub=
 les titles Demands Charges & Incumbrances
 whatsoever had Made Committed Suffered or
 done or to be had made Committed Willingly
 Suffered or done by me ye Sd Joseph Hull or

Blanch Hedge My Mother or Experience My Wife
 Mine their or any of their heirs or assigns or
 any other person or persons Lawfully Claiming
 from by or Under Me them or any of them or
 by mine or their or Either of their Means title
 Consent or procurement In Witness Whereof I
 the Said Joseph Hull have hereunto Set My
 hand and Seal the Seventh Day of February
 Anno Domini one thousand six hundred Seventy
 and Eight. Joseph Hull ○ Seal


Signed Sealed & Delivered In presence of
 Barnabas Lothrop, Thomas Hatch.

The within & Above Mentioned Joseph Hull ap=
 peared the Date Above Sd & acknowledged these
 presents to be his act and Deed & Experience
 ye wife of ye Sd Joseph Hull and acknowledg=
 ed ye Resigning up her Right title and In=
 terest In ye above Mentioned presents before Me

Thomas Hinkley
 Assistant

- 1: 36 To all people to whom these presents Shall
 Come Achemont Sachem of Suckenasset Sendeth
 greeting &c Know ye that I the Sd Achemont
 Sachem as aforesd In ye government of New
 Plymoth for ye Love I Bear to Monohoo Indian
 my Kinsman & Neighbour of Suckenasset Aforesd
 & for divers other good Causes & Considerations
 Me thereunto Moving have freely and absolutely
 given granted aliened Enfeoffed & Confirmed
 & by these presents do give grant Aliene En=
 feoffe and Confirm unto him ye Sd Monohoo
 his heirs and assigns for Ever all that parcel
 or Tract of My Upland Lying Upon ye Neck
 Commonly Called Quanaumit Neck as it is
 now marked out Running Cross ye Breadth
 of ye Sd Neck bounded Northerly Neer About ye
 Indian or foot path what Runs Cross ye Sd
 Neck & bounded Southerly by ye Markt trees

& Easterly and westerly by ye Marsh or River ye Sd parcel or Tract of Upland Containing About three Score Acres, be it More or Less together with all ye profits priviledges and appurtenances to ye Sd premises belonging To have and to Hold all ye Sd parcel of Upland together with all ye profits priviledges & appurtenances thereunto belonging or any wise appertaining Unto him ye Sd Monohoo his heirs & assigns for Ever & to ye only proper use and Behoof of him ye Sd Monohoo his heirs and assigns for Ever With Warrantees against all persons whatsoever from by or Under Me the Sd Akemont Mine heirs Executors and administrators or any of us Claiming any Right title or Interest Into the Sd Given and granted premises or any part or parcel thereof & I the Sd Akemont do promise & Grant that It May and Shall be Lawfull to and for ye Sd Monohoo his heirs and assigns to Record or Cause to be Recorded these presents In any place of Records Convenient thereunto In Witness whereof I have hereunto Set my hand and Seal this 4th Day of November Anno Domini 1668.

The Mark of Akemont &  Seal
Signed Sealed & Delivered In presence of
John Phinny, Mary Hinkley
Seoriens Mark

Acknowledged ye Date abovesd before Me
Thomas Hinkley Assistant.



A True Coppy taken out of ye original deed
Compared & Entered 12 of April 1679.

Ita: Attest predict Thomas Hinkley Scriba

To all people to whom these presents Shall Come Monohoo of Barnstable In New England In America sendeth greeting &c know ye that I the Sd Monohoo for and in Consideration of ten yards of Trucking Cloth ten Shillings In

Money an Iron Kettle two Knives & a bass
 hook to me in hand paid by Thomas
 Walley of ye Government Afores^d Minister
 of ye Gospel whereof & where with I do acknowl=
 edge My Self fully Satisfied and paid &
 there of & of Every part and parcel thereof do
 for My Self Mine heirs Executors & adminis=
 trators acquit Exonerate and Discharge him
 ye S^d Thomas Walley his heirs Executors &
 administators & Every of them for Ever by
 these presents have freely and absolutely
 given granted Bargained Sold Enfeoffed
 and Confirmed & by these presents Do give
 & grant to ye S^d Thomas Walley his heirs &
 Assigns for Ever ye one half of all that
 parcel or Tract of my Upland Lying Upon
 ye Neck Commonly Called Quanaumet
 Neck & on ye Eastward side of ye S^d neck
 to a Marked tree by ye River side bound=
 ed Northerly Neer about ye Indian or foot
 path which Runs Cross ye Neck and
 bounded Southerly by ye Markt tree & East=
 erly by ye S^d River or Marsh ye S^d parcel
 or tract of Upland being ye one half of ye
 Land which I had of Ackemont Sachem of
 Suckenasset ye whole Containing about
 Three score Acres More or Less together with
 all ye profits priviledges and Appurte=
 nances to ye S^d premises belonging To
 Have and to hold ye one half of all ye S^d
 parcel or Upland That I had of ye afores^d
 Akemont together with all ye profits priv=
 iledges and appurtenances thereunto be=
 longing or any wise appertaining Unto him
 ye S^d Thomas Walley his heirs and assigns
 for Ever & unto ye only proper use and be=
 hoof of him ye S^d Thomas Walley his heirs
 and assigns for Ever with Warrantees gainst
 all persons whatsoever from by or Under

Me ye S^d Monohoo Mine heirs Executors & Admin=
istrators or any of us Claiming any Right title
or Interest into ye S^d given & granted premises or
any part or parcel thereof I the S^d Monohoo Do
promise & grant that it May and Shall be
Lawful to and for ye S^d Thomas Walley his
heirs & assigns to Record or Cause to be Record=
ed these presents In any place of Records Con=
venient thereunto In Witness whereof I have
hereunto Set my hand and Seal this twentieth
Day of October Anno Domini one Thousand six
hundred seventy & seven

Monohoo  Mark &  Seal

Signed Sealed & Delivered In presence of
Thomas Hinkley Jun^r Mary Hinkley
and was Acknowledge by ye S^d Monohoo
to be his act & Deed before Me Thomas Hinkley
Assistant.

A True Coppy out of ye original Deed Com=
pared & Entered 12 April 1679.


Ita: Attest predict Thomas Hinkley
Assistant & Scriba.

1: 37 To all people to whom these presents Shall
Come Jacob Perkins of Suckanesset In ye Gov=
ernment of New Plymoth in New England Tayler
Sendeth Greeting &c know ye that I the S^d Jacob
Perkins for and in Consideration of one Hundred
and five pounds Currant Money of New England
to Me In hand paid by Joseph Hull of
Barnstable In ye Government Afores^d Cooper the
Receipt whereof I do hereby acknowledge & thereof
and of Every part and parcel thereof do for My
Self My Heirs Executors and Administrators
Acquit Exonerate and Discharge him ye S^d
Joseph Hull His heirs Executors and adminis=
trators & Every of them for ever by these pres=
ents have freely and absolutely given granted
bargained Sold Aliened Enfeoffed and Con=

firmed and by these presents do give grant
 Bargain Sell Aliene Enfeoffe and Confirm un=
 to him ye S^d Joseph Hull his heirs and
 Assigns for Ever all that My Dwelling house
 and Lands both Uplands and Meddows
 with ye Orchard yards Enclosures Commons
 & appurtenances thereunto belonging Situate Ly=
 ing and being In Suckanasset Afores^d & Is that
 house & lands which I bought of William Weeks
 Jun^r late of Suckanasset Afores^d as per his deed
 to Me given bearing Date ye 31st of October
 1677 doth and May More at Large Appear &
 doth Contayne all those parcels of Lands
 both Uplands & Meddows divided & undivid=
 ed with all ye Right priviledges & appurtenan=
 ces which belong to one full share of Land
 Commonly So Called part whereof is that half
 Share of Land which ye S^d Weeks bought of
 John Manton according to ye Contents of a
 Deed under hand and Seal of ye S^d Manton
 bearing Date ye 6th Day of April 1670 & part
 being that half Share of Land bought of ye
 S^d Weeks of Shobal Dimock according to ye
 Contents in his Deed bearing Date ye 6th of
 August 1672 part of which Lands have
 been Since Exchanged for Some other Lands
 for ye better Conveniency to Lye to & do be=
 long to ye S^d Dwelling house and ye afore=
 s^d three Deeds with all my Right Title and
 Interest therein being herewith delivered Un=
 to ye S^d Joseph Hull & all ye houses build=
 ings Edifices whatsoever In or Upon ye S^d
 Bargained premises and all and Singular
 ye appurtenances Excepting and always
 Reserved out of this present Sale My Share
 of ye Calves pasture Which I have before Sold
 Unto Jonathan Hatch & Excepting ye use of
 that End of ye Dwelling house wherein I
 now Live with ye one half of ye Land

already In Tillage in ye homestall & half ye
 pasture Until ye first Day of October Next Ensuing
 ye Date hereof & no longer To Have and to Hold ye
 S^d Dwelling house and Lands both Uplands &
 Meddows divided or to be Divided with other ye
 Bargained premises and appurtenances (Except be=
 fore Excepted) Unto him ye S^d Joseph Hull his
 heirs and assigns for Ever & to ye only proper
 Use & behoof of him ye S^d Joseph Hull his heirs
 and assigns for Ever with ye Reversion & Rever=
 sions thereof & I the S^d Jacob Perkins for My Self
 My heirs Executors and Administrators and
 Every of them do Covenant promise and grant
 to and with ye S^d Joseph Hull his heirs and
 assigns that at ye Time of Ensealing and
 Delivery of these presents I have full power
 Just Right and Lawful authority to grant
 Convey and Confirm all ye S^d premises in
 and by these presents Mentioned or Intended
 to be granted & Confirmed in Manner and
 form afores^d according to ye True Intent &
 Meaning of these presents and that all ye
 S^d Bargained premises are be and Shall
 Continue to be Clearly acquitted exonerated
 & Discharged or other wise Upon Request Suf=
 ficiently Saved and kept Harmless of and
 from all other and former gifts grants Bar=
 gains Sales Dowers title of Dowers Mortgages
 Troubles Charges & Incumbrances whatsoever
 had Made Committed Suffered or done or
 be had made Committed Suffered or done
 by Me ye Jacob Perkins Mine heirs or assigns
 or by any other person or persons Claim=
 ing from by or under Me them or any of
 them or by Mine or their Means Consent or
 procurement & that Mary My Wife Shall Re=
 liquish & Resign Up her Interest in ye prem=
 ises before Some one of ye Magistrates of this
 Jurisdiction In Witness whereof I the S^d Jacob

Perkins have hereunto Set My hand and Seal
this Eighth Day of Feb. A. Domini one Thousand
six hundred seventy and Eight



Jacob Perkins & a  Seal
Signed Sealed & Delivered in presence of
Barnabas Lothrop, Thomas Hatch.
the within and above Mentioned Jacob Perkins ap=
peared ye Date above Sd & acknowledged these pres=
ents to be his act & Deed before Me

Thomas Hinkley Assistant
Vera Copia Taken out of ye Original Deed Com=
pared & Entered this 23 of April 1679.

Ita: Attest predict. Thomas Hinkley
Assistant & Scriba.

The Meddow formerly granted to Mr Walley being
four acres More or Less and afterward Laid out
to Elder John Chipman was bounded as followeth
Viz. Southerly by ye Spring Creek Westerly by a Creek
& partly by Stakes Northerly & Easterly by Stakes

- 1: 38 Whereas there hath been a Difference betwixt
Thomas Lumbart & Jabez Lumbart Concerning ye
Southerly bounds of Sd Jabez Lumbart his Lands ad=
joyning to his Dwelling house Upon Serious Con=
sideration have Come to this Determination & have
Each of them fully agreed ye bounds Shall be and
Remain for Ever so to be & do bind themselves &
their heirs Each to other for ye performance there=
of: the bounds betwixt them are as followeth;
beginning at ye Corner of Samuel Sturges his land
being about two Rod and an half from ye East
Corner of Thomas Lumbarts now Dwelling house
from thence Ranging Away Upon a Ditch about
thirty nine Rods Ranging neer Southeast half a
point Easterly as the fence Now Stands & from
thence Ranging away about twelve Rods and an
half Upon a Southeast Line till it Come to ye
pond to the Corner of ye Ditch to a bound Stake

as the fence now Stands; and also ye S^d Thomas
Lumbart has granted to his brother S^d Jabez
Lumbart to him and his heirs for Ever an out=
let through ye S^d Thomas his Lands Into ye
highway where S^d Way Now is or where it may
be best for Each of them as also S^d Jabez
Lumbart hath ganted to S^d Thomas Lumbart
ye use and benefit of a well now being on ye
Land of ye S^d Jabez Lumbart with a Sufficient
Way thereto to him and his heirs for Ever bind=
ing himself and his heirs for Ever to ye per=
formance thereof which S^d Well and way there=
to is granted Upon by S^d Jabez his peaceable En=
joyment of Liberty of ye above S^d Way Into ye
Road or highway to him and his heirs for Ever
to ye True and faithful performance of ye
above s^d Obligations Each to Other we do Mutually
Set our hands and Seals this 28th of May in
ye year of our Lord one Thousand six hundred
Ninety and Eight
Thomas Lumbart &  Seal
Jabez Lumbart &  Seal
Signed Sealed and Delivered In presence of us
Witness - Sam^{el} Allyn, David Loring.

The 20 of May 1698 Then pursuant to a grant to Josiah Crocker by ye Town of about Twenty seven Acres of Land Joyning to his own Land Lying in Cotuit Neck In Exchange of So much he Shall Lay down to ye Towns Commons In Lieu thereof Bounded Westerly by S^d Crockers own Lands thereby Running in with a gore at ye Northerly End of S^d Lands w^{ch} Comes to a point at the Elbow or Bows of Cotuit River & is bounded Northerly by a Line from S^d Bow of ye River at ye Corner of his own Land Running Easterly to a Cedar Stake & so to a Small Black Oak Markt & Easterly by S^d Black oak Ranging Southerly to a Small white oak Bush Markt at ye Corner & Southerly by S^d White oak

bush Ranging thence Westerly to ye Corner of
his own Lands

The Lands S^d Crocker Lays down to ye Town
In Lieu thereof is a Lot of Land all of which
Lays by Lewes is pond In Cotuit Neck Con=
taining 27 acres More or Less.

This aboves^d is truly Recorded as it was given
in under ye hands of ye Land Measurers y^t
Laid out S^d Lands which were Samuel Chipman
Daniel Parker.

This 21 of June 1698 as Attest Sam^e^l Allyn
Town Clerk.

The 20 of June 1698 Then Persuant to a Town
grant we whose Names are hereafter Subscribed
Land Managers Laid out to George Lewes three
acres of Land Upon ye Easterly Side of a Lot
of twelve acres y^t S^d Lewes bought formerly of
S^d Town Ranging Easterly from ye foot or Northerly
End of S^d Lot by Markt trees athwart a plash
of Water to a point of Upland then by a
pond till we Meet with Markt Trees for ye
Easterly Bounds Southerly by Markt trees Unto
ye afores^d Lot & Westerly by S^d Lot for ye Like
Quantity of Land the S^d George Lewes Laid
down to ye Town's Commons on ye Westerly Side
of his afores^d Lot & Markt out by us ye Date
Aboves^d Land Measurers

John Gorham, Jabez Lumbart

This is Truly Recorded as it was given un=
der ye hands of ye Land Measurers per Me

Sam^e^l Allyn Town Clerk

- 1: 39 To all people to whom these presents Shall Come I
Kenecompsit of Mattakeese in Barnstable In ye Gov=
ernment of new plymoth In New England Indian
Sendeth Greeting &c Know ye that I the S^d
Kenecompsit for and In Consideration of two pounds
and sixteen Shillings to Me In hand paid by George


Lewes of Barnstable Aforesd Yeoman the Receipt
 whereof I do hereby acknowledge & thereof & of Every
 part and parcel thereof do Exonerate Acquit & Dis=
 charge him ye Sd George Lewes his heirs Execu=
 tors & administrators and Every of them for Ever
 by these presents have freely and absolutely given
 granted Bargained Sold, Aliened Enfeoffed & Con=
 firmed & by these presents do give grant Bargain
 Sell Aliene Enfeoffe and Confirm Unto him ye
 Sd George Lewes his heirs and assigns for Ever
 all that my parcel of Upland and Meddow Con=
 taining two acres be it More or Less Lying in ye
 Common field at Mattakees aforesd & Is bound=
 ed westerly by ye Lands of Jabez Lumbart North=
 erly partly by ye Lands of James Lewes by a
 great Rock & partly by ye Lands of Me ye Sd
 Kenecompsit to a Thorn Bush Easterly partly by
 My Lands partly by Edward Colemans & partly
 by Jedediah Lumbarts & Southerly by Jedediah
 Lumbart together with all ye profits priviledg=
 es and appurtenances to ye Sd parcel of Land
 belonging or in any way appertaining To Have and
 to Hold all ye Sd parcel of Upland and Meddow
 with all & Singular their appurtenances unto him
 ye Sd George Lewes his heirs & assigns & to the on=
 ly proper Use and Behoof of him ye Sd George
 Lewes his heirs & assigns for Ever & I the Sd
 Kenecompsit Do for My Self My heirs Executors &
 administrators Covenant and Grant to & with ye
 Sd George Lewes his heirs and assigns that at ye
 Time of Ensealing & Delivery of these presents I
 Have full power Just Right & Lawful Authority to
 grant Bargain & Confirm all ye Sd premises In and
 by these presents Mentioned or Intended to be
 Bargained & Confirmed In Manner and form
 Aforesd According to ye True Intent & Meaning
 of these presents: and that all ye Sd Bargained
 premises are be & Shall Continue to be to ye Sd
 George Lewes his heirs and assigns for Ever fully

& freely Exonerated acquitted and Discharge or otherwise Upon Request Sufficiently Saved and kept Harmless of & from all others & former gifts grants bargains Sales titles Troubles Charges & Incumberances whatsoever had Made Committed or Done or to be had Made Committed or Done by Me ye S^d Kenecompsit My heirs or assigns or any other person or persons from by or Under Me us or any of us or Mine or our title Means Consent or procurement. In Witness whereof I the S^d Kenecompsit have hereunto Set My hand and seal this twenty seventh Day of January A D one Thous=
and six hundred & Eighty.

Kenecompsits Mark *B* & *O* Seal
Signed Sealed and Delivered In presence of
Jabez Lumbart John Glover.
The above & within Mentioned Kenecompsit Ap=
peared & acknowledged these presents to be his
act & Deed before Me.
Thomas Hinkley Deputy Governour

To all people to whom these presents shall come John Walley of Boston in ye Massachusetts Colony in New England Merchant and Ad=
ministrator In ye Colony of New Plymoth of all ye Estate there of Nicholas Davis Late of Rhoad Island Deceas^d Sendeth greeting &c
Know ye that I the S^d John Walley for and in Consideration of Nineteen pounds In Currant New England Money to Me In hand paid by Nathaniel Bacon of Barnstable Afore=
s^d & by his Brother Samuel Bacon in ye Behalf and on ye Account of y^r Natural Brother John Bacon of Barnstable Afores^d whereof & wherewith I do acknowledge My Self fully Satisfied Con=
tented and paid & thereof and of Every part and parcel thereof do Exonerate acquit & dis=
charge them ye S^d Nathaniel Samuel & John Bacon

their and Every of their heirs Executors administra=
 tors and assigns for Ever by these presents have
 freely and absolutely given granted Bargained sold
 Enfeoffed and Confirmed & by these presents do
 give grant Bargain Sell Enfeoffe and Confirm
 Unto them ye Sd Nathaniel Bacon & Samel Bacon
 In ye Behalf & for ye use of ye Sd John Bacon
 his heirs and assigns for Ever all that My par=
 cel of Land Contayning twelve Acres of Upland
 be it More or Less Lying & being In Barnstable
 aforesd heretofore in ye Occupation of ye Sd
 Nicholas Davis or his assigns & now or of late
 in ye occupation of ye Sd Nathaniel Bacon and
 Samel Bacon or their Assigns In ye behalf of ye
 Sd John Bacon ye Sd Bargained parcel of Land
 being Bounded Northerly by ye Marsh of Shobal
 Dimock Southerly by ye Highway Easterly by ye
 Lands of Jeremy Bacon & Westerly partly by ye
 Lands of Abraham Blush and partly by ye
 Lands of James Lewes together with all ye prof=
 its priviledges & appurtenances to all and Sin=
 gular ye premises belonging or any wise apper=
 taining To Have & to hold ye Sd parcel of Land
 with all and Singular ye appurtenances there=
 unto belonging Unto ye Sd Nathaniel and Samuel
 Bacon their Executors and Assigns to and for
 ye Sd John Bacon his heirs and assigns for Ever
 and to ye only proper use & behoof of him ye
 Sd John Bacon his heirs and Assigns for Ever &
 I the Sd John Walley do for My Self My heirs
 Executors and administrators Covenant & grant
 to and with ye Sd Nathaniel Bacon & Samuel
 Bacon their Executors and Assigns & to and with
 ye Sd John Bacon his heirs and Assigns that
 att ye times of Ensealing and Delivery of these
 presents I have full power Just Right and
 Lawful authority to grant Bargain and Confirm
 all ye Sd premises and by these presents
 Mentioned or Intended to be granted Bargained

and Confirmed In Manner and form afores^d
 according to ye true Intent of these presents and
 1: 40 that all ~~and~~ ye S^d Bargained premises are be
 and Shall Continue to be Clearly & fully Exon=
 erated acquitted and Discharged; or otherwise
 Upon Request Sufficiently Saved and kept
 harmless of & from all other & former gifts
 grants Bargains Sales, titles Dowers Mortgages
 Judgments Executions Troubles and Incum=
 brances whatsoever had Made Committed
 or done or to be had Made Committed or
 Done by Me the S^d John Walley My heirs or
 assigns or by ye S^d Nicholas Davis his
 heirs or assigns or by any other person
 from by or Under Me them or any of their
 or by Mine or their Means Consent or procure=
 ment & that It Shall & May be Lawful to
 and for ye S^d Nathaniel Samuel or John
 Bacon his heirs or assigns to Inroll these
 presents or Cause them to be Enrolled or
 Recorded In his Majesties Court of New
 Plymoth or any other place of Records Ac=
 cording to ye Usual Custom and order In
 that Case provided. In Witness whereof I
 the S^d John Walley have here unto Set My
 hand & Seal the twenty & fifth Day of Novem=
 ber Anno Domini one thousand six hundred
 seventy & six. John Walley & a  Seal

Signed Sealed & D D In presence of
 Samel Allen, Job Crocker.


The within & above Mentioned John Walley ap=
 peared this 28 of May 1677 and acknowledged
 These presents to be his act and Deed before Me
 Thomas Hinkley Assistant.

Vera Copia Taken out of ye original Deed and
 Entered Me Predict Thomas Hinkley.

To All people to whom these presents shall
 Come Hope Huckens of Barnstable In ye Govern=

ment of New Plymoth in New England Widdow
 and Relict of John Huckens Late of Barnstable
 Aforesd Deceasd. Know ye that I the Sd Hope
 Huckens for and in Consideration of twelve
 pounds of Currant Money of New England to
 Me in hand paid by Nathaniel Bacon of
 Barnstable Aforesd yeoman ye Receipt Where=
 of I do hereby acknowledge & My Self there=
 with fully Satisfied & paid & thereof & of every
 part & parcel thereof do Exonerate Acquit &
 discharge him ye Sd Nathaniel Bacon his
 heirs Executors & administrators for Ever by
 these presents have with the free Consent of
 My honoured father Elder John Chipman
 Gentleman and of My father in Law Thomas
 Huckens Senior Late of Barnstable Deceasd be=
 fore his Decease freely and absoutely given
 granted Bargained Sold Enfeoffed and Con=
 firmed & by these presents do give grant Bar=
 gain sell Aliene Enfeoffe & Confirm unto
 him ye Sd Nathaniel Bacon his heirs and as=
 signs for Ever all that My parcel of Land
 Contayning nine acres be it More or be it
 Less Lying and being in Barnstable Afore=
 said at a place Commonly Called ye old
 Common field & is bounded Easterly by ye
 Lands In ye occupation of John Davis Senior
 Westerly partly by ye Lands of ye Sd Nathaniel
 Bacon & partly by ye Lands of Samel Bacon
 Southerly by Shobal Dimocks Meddow & North=
 erly by ye Beech together with all ye profits
 priviledges and appurtenances to ye Sd par=
 cel of Land belonging To Have and to Hold
 ye Sd Bargained parcel of Land & Its appur=
 tenances to him ye Sd Nathaniel Bacon his
 heirs and assigns & to ye only proper use &
 Behoof of him ye Sd Nathaniel Bacon his
 heirs and assigns for Ever & I the Sd Hope
 Huckens as for My Self My heirs Executors

and administrators Covenant and grant to and with ye Sd Nathaniel Bacon his heirs & assigns That at ye time of Ensealing & Delivery of these presents I have full power Just Right & Lawful authority to grant Bargain and Confirm all ye Sd premises In and by these presents Mentioned or Intended to be ganted Bargained and Confirmed in Manner and form aforesd according to ye True Intent & Meaning of these presents and also that all ye Sd Bargained premises are be and Shall Continue to be free and Clearly Acquitted exonerated & discharged or Otherwise Upon Request Sufficiently saved & kept harmless by me ye Sd Hope Huckens Mine heirs Executors and administrators of and from all other & former gifts grants Bargains Titles Dower Troubles Charges & Incumbrances whatsoever had Made Committed done or to be had Made Committed or done by Me ye Sd Hope Huckens Mine heirs or assigns or any other person or persons from by or under Me us or any of us or by Mine our or any of our Means Consent or procurement In Witness Whereof I the Sd Hope Huckens have hereunto Set My hand and Seal Dated ye Eighth Day of January Anno Domini one thousand six hundred Seventy & nine.

Hope Huckens & a  Seal
Signed Sealed & Delivered In presence of
John Chipman, Hosea Joyce, Mary Hinkley
the within and above Mentioned Hope Huckens
appeared 17 January 1679 & acknowledged these
presents to be her act & deed before Me

Thomas Hinkley Assistant
Vera Copia taken out of ye original Deed &
Entered per Me predict. Thomas Hinkley.

- 1: 41 To all people to whom these presents Shall Come
Abraham Blush of Barnstable In ye Government of
New Plymoth in New England Yeoman Sendeth

Greeting &c know ye that I the Sd Abraham Blush for and in Consideration of a parcel of My fence belonging to ye field Commonly Called ye Common field in Barnstable Aforesd Contayn= ing about twenty and two Rodd Lying by ye Kings High way between ye fence of Nathaniel Bacon & John Bacon of Barnstable aforesd and the gate which I was to Make and Maintain that Stands at ye head of ye Lane or Way which Leads down to ye Creek and to My now Dwelling house now to be Repaired & Ever to be Maintained by ye Sd Nathaniel Bacon and Jeremy Bacon their heirs Executors adminis= trators and assigns for ever Security for Making or Repairing and Maintaining ye Sd fence & gate by ye Sd Nathaniel Bacon & Jeremy Bacon to Me in hand given ye Receipt whereof I do hereby acknowledge and My Self there with my self fully Satisfied Contented & paid & for Divers other good Causes & Considerations Me the Sd Abraham Blush at this time Especially Mov= ing have given granted Bargained Sold Alien= ed Enfeoffed and Confirmed & by these pres= ents do freely and absolutely give grant Bar= gain Sell Aliene Enfeoffe & Confirm unto them ye Sd Nathaniel Bacon and Jeremy Bacon their and Each of their heirs & assigns for Ever all that parcel of My Meddow and Creek Stuff Containing about one acre and an half be it More or Less Lying and being In Barnstable aforesd on ye Northerly Side of ye Creek Com= monly Called ye Old Mill Creek & is bounded Southerly by ye Sd Creek Easterly by ye Caus= way over ye Marsh from ye Bridge where ye old mill heretofore Stood & is bounded westerly by ye West Side of a Rock Standing by ye up= land Side & thence Ranging Southerly by ye Main Creek aforesd by a point where ye Bank of Sd Creek is Steep down; together with all ye profitts

priviledges & appurtenances to ye Sd Bargained premises belonging or any wise appertaining to Have and to Hold all ye Sd parcel of Meadow Creek Stuff and appurtenances unto them ye Sd Nathaniel Bacon and Jeremy Bacon their and Each of their heirs and assigns for Ever & to ye only proper Use & Behoof of them ye Sd Nathaniel Bacon and Jeremy Bacon their and Each of their heirs and assigns for Ever & I the Sd Abraham Blush do for Me My heirs Executors and administrators Covenant and grant to and with ye Sd Nathaniel Bacon & Jeremy Bacon their heirs & ye heirs and assigns of Each of them that at ye time of Ensealing & Delivery of these presents I have full power Just Right and Lawful authority to grant Bargain & Confirm all ye Sd premises in and by these presents Mentioned or Intended to be bargained & Confirmed In Manner and form aforesd according to ye True Intent and Meaning of these presents and that ye Sd Bargained premises are be and Shall Continue to be Clearly Exonerated acquitted & discharged or otherwise Upon Request Sufficiently Saved and kept harmless by Me ye Sd Abraham Blush Mine heirs Executors & administrators of & from all other & former gifts grants Bargains Sales Titles Dowers Charges & Incumbrances w^hsoever had Made Committed or Done or to be had Made Committed or done by Me ye Sd Abraham Blush Mine heirs or assigns or by any other person or persons from by or under Me us or any of us or by Mine Our or any of Our Means Consent or procurement. In Witness whereof I the Sd Abraham Blush have hereunto sett My hand & Seal this tenth Day of January Anno Domini one thousand six hundred seventy and nine.

Abraham Blush and a  Seal

Signed Sealed & Delivered In presence of
 Mary Hinkley Jedediah Lumbart.

The Above Sd Abraham Blush appeared the 20
 of January 1679 and acknowledged these presents
 to be his act and Deed before Me.

Thomas Hinkley Assistant.

Vera Copia Compared with ye Original Deed

Ita: Attest predict Thomas Hinkley.

To all people to whom these presents Shall Come
 Abraham Blush of Barnstable in ye Government
 of New Plymoth In New England Yeoman
 Sendeth Greeting &c. Know ye that I the Sd
 Abraham Blush for and in Consideration of
 thirty pounds of Currant New England Mon=
 ey to Me in hand paid by Nathaniel Bacon
 & Jeremiah Bacon of Barnstable Aforesd Yeoman
 ye Receipt whereof I do hereby Acknowledge &
 My Self there with fully Satisfied Contented
 and paid and thereof and of Every part
 and parcel thereof do Exonerate Acquit & Dis=
 charge them ye Sd Nathaniel Bacon &
 Jeremiah Bacon their & Either of their heirs
 Executors & Administrators & Every of them for
 Ever by these presents have freely and abso=
 lutely given granted bargained Sold Enfeoffed
 & Confirmed & by these presents do give grant
 Bargain Sell Aliene Enfeoffe and Confirm
 Unto them ye Sd Nathaniel Bacon & Jeremiah
 Bacon their heirs and assigns for Ever all
 that My two parcels of Land Lying and be=
 ing in Barnstable Aforesd at a place Com=
 monly Called Stony Cove Containing twelve
 Acres be it More or Less ye one parcel thereof
 Containing about seven Acres being bounded
 Easterly by ye Lands of James Gorham South=
 erly by ye Marsh Westerly by ye Lands of
 Samel Bacon & Northerly by ye Sea & the other
 parcel Containing about five Acres be it More

or Less and is bounded Westerly by ye Lands of John Gorham Easterly Northerly and South=erly by ye Marsh In ye Occupation of James & John Gorham together with all ye profitts priv=iledges and appurtenances to ye S^d Bargained premises belonging or in any way appertaining and

1: 42 More particularly free and Clearly acquitted of and from any part or parcel of ye General fence heretofore belonging to ye Same to be made and Maintained To Have & to Hold all ye S^d parcel of Land and appurtenances Unto them ye S^d Nathaniel Bacon & Jeremy Bacon their and Either of their heirs and assigns & to ye only proper Use & Behoof of them ye S^d Nathaniel Bacon & Jeremy Bacon their and Each of their heirs and Assigns for ever & I the S^d Abraham Blush do for My self my heirs Executors and Administrators Covenant and grant to and with ye S^d Nathaniel Bacon & Jeremy Bacon their and Each of their heirs and Assigns & Every of them that at ye Time of Ensealing & Delivery of these presents I have full power Just Right & Lawful authority to grant Bargain and Confirm all ye S^d premises in and by these presents Men=tioned or Intended to be granted & Confirmed In Manner and form afores^d according to ye True In=tent & Meaning of these presents and that all ye S^d Bargained premises are be and Shall Continue to be free and Clear & Clearly acquitted Exonerated and Discharged or otherwise upon Request Suffi=ciently Saved and kept harmless of and from all other & former gifts grants Bargains Sales Mort=gages Dowers or title of Dower general fence now belonging to ye general field Troubles Charges & Incumbrances whatsoever had Made Committed or done or to be had Made Committed or done by Me ye S^d Abraham Blush My heirs or assigns or any other person or persons from by or un=der Me, us or any of us or by Mine or our Means Consent or procurement.

In Witness whereof I the Sd Abraham Blush have hereunto Set My hand and Seal this twenty and fourth Day of November Anno Domini one Thousand six hundred and Eighty.

Abraham Blush and a ○ Seal

Signed Sealed and Delivered In Presence of
John Miller, Jasper Tayler.

The above & within mentioned Abraham Blush appeared with Alice his Wife and acknowledged these presents to be his Act and Deed Said Alice also gave her free Consent thereunto as to ye Relinquishing her Interest therein before Me.

Thomas Hinkley, Deputy Govrn.

This 22 of February 1680 Vera Copia Compared with ye original deed & Entered pr Me predict.

Thos Hinkley

To all people to whom these presents shall Come Joseph Gorham of Yarmoth In ye Colony of New Plymouth in New England Shoemaker Sendeth Greetings &c. —Know ye that I the Sd Joseph Gorham for and in Consideration of a Certain Tenement or Dwelling house & Land Contayning about nineteen Acres & a half of Upland with six acres of Meddow More or Less Lying & being In Yarmoth Aforesd at a place Commonly known by ye name of Clerks Neck with ye appurtenances to Me In hand Delivered by Joseph Benjamin of Yarmoth aforesd Tayler ye Receipt Searin possession & Livery whereof I Do hereby acknowledge and My Self therewith full Satisfied & Contented forever by these presents have freely and absolutely given granted Bargained sold Exchanged Enfeoffed and Confirmed & by these presents do give grant Bargain Sell Exchange Enfeoffe & Confirm unto him ye Sd Joseph Benjamin his heirs and assigns for Ever all that My parcel of Upland Contayning forty acres be it More or be it Less

and parcel of Meddow Contayning six acres
 be it More or be it Less Situate Lying & being
 In Barnstable In ye Colony afores^d toward ye
 Eastern End of S^d Town & S^d Upland Is bounded
 Easterly by ye lands of James Gorham Wester=
 ly by ye lands of Caleb Lumbart Northerly
 by ye high way & Southerly by ye Commons
 together with all ye profitts priviledges and
 appurtenances thereto belonging the S^d par=
 cel of Meddow or Marsh being bounded South=
 erly by a Creek Commonly Called Wells
 Creek Northerly by a Creek that Runs Up to
 a Brook Commonly Called Bacon's Brook East=
 erly by ye Mill Creek & Westerly by ye Upland
 together with all ye profitts priviledges and

1: 43 appurtenances thereto belonging To Have and to Hold
 all ye S^d parcel of Upland & Meddow with all
 and Singular their appurtenances unto him
 ye S^d Joseph Benjamin his heirs and assigns
 for Ever & to ye only proper Use & Behoof of him
 ye S^d Joseph Benjamin his heirs & assigns for
 Ever & I the S^d Joseph Gorham Do for Me My
 heirs Executors and administrators Covenant
 promise & Grant to and with ye S^d Joseph
 Benjamin his heirs and assigns that at ye
 Time of Ensealing and Delivery of these presents
 I have full power Just Right and Lawful au=
 thority to grant Exchange Convey & Confirm all
 these premises In and by these presents Men=
 tioned or Intended to be granted exchanged
 Conveyed & Confirmed in manner and form
 afores^d according to ye True Intent & Mean=
 ing of these presents and that all ye S^d Bar=
 gained premises are be & Shall Continue to be
 Clearly Exonerated acquitted and Discharged or
 otherwise upon Request Sufficiently Saved and
 kept harmless of & from all other & former
 gifts grants bargains Sales titles Dowers Mort=
 gages Troubles Charges and Incumbrances

whatsoever had Made Committed or Done or to be
 had Made Committed or Done by Me ye Sd Joseph
 Gorham Myne heirs or assigns or any other person
 or persons whatsoever from by or under Me us or
 any of us or by Mine our by any of our Means
 Consent or procurement. In Witness whereof I the

Sd Joseph Gorham have hereunto Set My hand
 & Seal this Eighteenth Day of Marsh Anno Domini
 one Thousand six hundred & eighty Eighty one

Joseph Gorham & a  Seal

Signed Sealed & Delivered In presence of

John Glover Mary Hinkley.

The Within and above Mentioned Joseph Gorham
 appeared ye Date above Writ & acknowledged these
 presents to be his act & Deed before Me

Thos Hinkley Depty Govrn

Vera Copia Compared with ye original Deed & Re=
 corded per Me predict Thos Hinkley.

Be It Known to all Men by these presents that
 we George Lewes Senior & George Lewes jur of
 Barnstable In ye Colony of New Plymouth In
 America have given & Surrendered & by these
 presents give & Surrender to Edward Lewes & John
 Lewes of Barnstable aforesaid a parcel of
 Upland Contayning & being fifty and five acres
 be it More or Less Lying & being at and adjoyn=
 ing to ye pond that was heretofore Called
 Rowlies pond being ye great Lot appertaining
 to ye Sd George Lewes Senr twenty & seven 1/2 acres
 thereof to ye Sd Edward Lying on ye Northerly
 Side thereof next ye home Lotts & twenty seven
 1/2 acres to ye Sd John Lewes Lying on ye South=
 erly Side thereof toward ye pond Commonly
 Called ye green pond all ye Right Claim and
 Interest that we the Said George Lewes Senior &
 George Lewes jur have or Claim in ye Sd Lands
 we Do fully and freely Resign & Make over
 from us our heirs or assigns to ye Sd Edward

Lewes & John Lewes to their heirs and assigns for
 Ever we Say to ye only proper Use & Behoof of ye Sd
 Edward & John Lewes and of their heirs and as=
 signs for Ever & In Witness hereof We the Sd George
 Lewis Senr & George Lewes Jun have hereunto Set
 our hands this twelfth Day of January Ano
 Domi one Thousand six hundred sixty two.

George Lewes Senior

George Lewes Junior

Witnessed by Thomas Lewes James Cob.

This is a True Coppy Taken out of ye original
 Examined Truly Compared therewith & Entered ye
 26th Day of January 1683 per Me Joseph Lothrop
 Town Clerk.

The Record of ye Bounds between Barnstable
 and Yarmoth as it was given in by the Land
 Measurer, Ensign Barnard Lumbart as followeth
 ye poynt of Compass is South South West begin=
 ning at a Rock Neer ye upper End of a pond
 Commonly Called Denesrs [Dennis'] pond ye Rock
 Marked with a B & Divers Small trees Markt

- 1: 44 Neer ye Rock x Not far from that a tall pine tree
 Marked: Next to that Another pine tree Marked
 at ye foot of ye Hill at ye Entering of ye
 plaines to pine trees Marked ye Line Runn=
 ing between them a Distance of from them
 another Marked pine Tree having a pond
 about some ten or twelve Rods to ye westward
 of it from them to a pine tree In ye Middle
 of ye plaines with three great armes then
 to ye Cedar Swamp to a place where there
 is a Little pond in it & thro a Little Swamp
 a Distance from that & Ends at ye Easter=
 most point of Sams Neck. —————

& from ye Rock first Mentioned & Northward
 to Stony Cove Creek & then by a north Line
 to ye Sea.

To all Christian People to whom these presents Shall Come Job Crocker of ye Town and County of Barnstable In ye province of the Massachusetts Bay yeoman Sendeth Greeting &c Know ye that I the Sd Job Crocker for and in Consideration of Love and Natural affection that I the Sd Job Crocker have & do bear unto My Son Thomas Crocker of ye Town of Barnstable aforesd & for and In Consideration of a Legacy of fifteen pounds given by Mr. Thomas Walley Deceasd In his last will unto My Son Thomas Crocker which fifteen pounds I the Sd Job Crocker have Received ye Receipt whereof I the Sd Job Crocker do acknowledge & own My Self therewith fully Satisfied Contented and paid, & therof and of Every part and parcel thereof do Clearly & absolutely Acquit Exonerate & Discharge him ye Sd Thomas Crocker his heirs Executors and administrators for Ever by these presents have given granted and Confirmed & Do give grant and Confirm by these presents fully freely and absolutely unto him ye Sd Thomas Crocker his heirs and assigns for Ever all that My parcel of Upland Contayning Eight Acres be it More or Less bounded Easterly by ye Land of Thomas Hinkley westerly by ye Marsh Northerly by ye Calves pasture So Called Southerly by ye pond Called Hinkleys pond & five acres of Marsh More or Less adjoyning to ye Sd Upland bounded Northerly by ye Main Creek Southerly by Benjamin Lumbarts Land Northwest to a Creek facing upon Sd Lumbarts Marsh. — And also another parcel of Marsh Containing four acres of Marsh be it More or less bounded Easterly by Eleazer Hamlins Marsh westerly by a great Creek Northerly by ye Broad Sound Creek & Southerly by a Creek

all the S^d parcels of Land are Scituate Lying
 and being in ye Township of Barnstable
 Afores^d bounded as afores^d together with all
 and Singular ye appurtenances & priviledges
 Unto ye before given and granted premises
 belonging or any ways appertaining and
 also all ye Estate Right title Interest use
 possession property Claim & Demand what
 soever of him ye S^d Job Crocker of in or unto
 ye S^d given and granted premises with their
 appurtenances to Have & to Hold all the S^d
 Eight acres of Upland the S^d five acres of
 marsh and the S^d four acres of Marsh
 bounded as afores^d More or Less with all
 and Singular ye profits priviledges and
 appurtenances thereunto belonging or any
 ways appertaining Unto him ye S^d Thomas
 Crocker his heirs and assigns & to ye only
 proper use & behoof of him ye S^d Thomas
 Crocker his heirs and assigns for ever and
 ye S^d Job Crocker for himself his heirs Ex=
 ecutors and administrators doth Covenant
 promise grant and agree to and with the
 S^d Thomas Crocker his heirs and assigns &
 Every of them In manner & form follow=
 ing Viz. that ye S^d Job Crocker at ye Time
 of Ensealing and Delivery of these presents
 hath full power Just Right & Lawful Au=
 thority to give grant & Convey thefore Men=
 tioned given & granted premises with their
 appurtenances & priviledges unto ye S^d
 Thomas Crocker his heirs and assigns In
 Manner and form afores^d & that the S^d
 Thomas Crocker his heirs and assigns &
 Every of them Shall or May by virtue of
 these presents at all times for Ever here=
 after peaceably and Quietly have hold
 occupy possess and Enjoy all ye before
 Mentioned given and granted premises

with their appurtenances & priviledges to his & their proper Use & Behoof for Ever without any Let Suit Trouble Denial Eviction Ejection Interruption or Disturbance by him ye Sd Job Crocker his heirs or assigns or any of them; or by any other person or persons from by or under him or them or any of them or by any other person or persons Lawfully Claiming any Right title or Interest Claim or

1: 45 Demand x In or unto the above given and granted premises or any part thereof but Shall warrant & Defend ye Same; In Testimony whereof I the Sd Job Crocker have hereunto Set My hand and Seal the 9th Day of January In ye thirteenth year of his Majesties Reign Anno Dom 1701/2

Job Crocker & a Seal ○

Signed Sealed & Delivered in presence of

Isaac Thomas, Sarah Lothrop

Memorandum on ye Day & Date above Written the within & above named Job Crocker did personally appear & he did own and acknowledge This above written Instrument to be his act & Deed This above written Deed Transcribed before Barnabas Lothrop Justice of ye peace out of ye original and Compared & Truly Recorded ye 26 of January 1701/2 as attest Sam^{ll} Allyn Town Clerk

Primo Die Octr 1649

Know all men by these presents that I John Scudder of Barnstable In ye County of New Plymoth have In and for ye Consideration of ye Sum of Eight pounds In hand to Me paid by John Davis of Barnstable aforesd of all which Sum and of Every part & parcel thereof I do acknowledge My Self fully Satisfied & paid and of all which and of Every part and parcel thereof I do freely & fully acquit and Discharge the Sd John Davis his Executors and Administrators firmly by these presents for Ever Bargained sold Assigned & Set over & by these presents do bargain sell Assign and Set

over unto John Davis of Barnstable Aforesd one Dwelling house with ye Alotment of Land thereunto belonging Standing Lying & being next adjoyning to ye house and Land of Roger goodspeed In Barnstable Aforesd with one orchard and garden plot thereunto appertaining with all ye perquisites Profits Emoluments Appurtenances Accruing or any ways belonging to ye Sd house & house Lot & my Great Lot with all my Meddow Land with their Appurtenances and a house Lot Containing four Acres of Land More or Less which I the Sd John Bought & purchased of Same Lothrop who was Sometime a Inhabitant of Barnstable aforesd with all ye perquisites profits Emoluments and appurtenances Accruing or any ways belonging to ye Sd house Lot with ye appurtenances thereof and all My Share Right and Title of and In ye Calves pasture and Commons any ways belonging to My Sd house & house Lotts with all My Right title Claim and Interest to any house or houses Lands both Uplands & Meddows Commons and Alotments whatsoever or wheresoever within ye Town of Barnstable Aforesd & precincts thereof to Have & to Hold Sd Dwelling house orchard Garden House Lotts great Lotts Meddows Rights & Share In ye Calf pasture & Commons with all ye perquisites profits Emoluments & appurtenances Whatsoever Accruing or belonging to ye Sd house and All & Every of ye premises aforesd To him ye Sd John Davis his heirs and Assigns for ever I say to ye only proper Use and Behoof of him ye Sd John Davis his heirs and assigns for ever In Witness whereof I the Sd John Scudder have hereunto Set My hand and Seal ye fifteenth Day of Oct^r Annoq Domini one thousand six hundred & forty & nine.

John Scudder and a Seal ○

Signed Sealed & deliv^d In presence of
 William Casely George Lewes.
 This is a True Coppy taken out of ye original
 Examined & Truly Compared therewith & Entered ye
 19 of February 1696/7
 p^r Me Samuel Allyn Town Clerk.

At a Town Meeting ye 15th of July 1670
 It is agreed by ye Town & by Roger Goodspeed &
 John Thompson Viz.
 That John Thompson Shall have a Convenient
 way allowed him his heirs and assigns for ever
 over ye River Unto his marsh Through that Land
 Claimed by Roger Goodspeed, neer about ye way
 of Late occupied by ye S^d John Thompson at
 ye Northern Side of ye Swamp the S^d John
 Thompson his heirs and assigns being hereby
 Engaged to Make good and Damage to ye S^d
 Roger Goodspeed his heirs or assigns by Rea=
 son of his ye S^d John Thompson his heirs or
 assigns leaving open ye Bars that Leads Into
 ye S^d Land and it is also agreed by the S^d
 Town that ye S^d Roger goodspeed Shall have
 and Enjoy ye Rest of the Land which he
 hath now fenced In for Conveniency to Safe
 guard his Marsh to him his heirs and assigns
 for Ever.

18 May 1681 John Barker admitted a Towns=
 man.

18 Aug ——— Allyn Nichols, Eleazer Crocker
 Joseph Bodfish.

It is also ordered & granted that John Crocker
 Shall have 3 or 4 acres of Upland adjoyning to
 ye End of his Land 6 Feb 1670

that six acres of Upland heretofore granted him in some place of the Commons nearest to him In Case he Desire it.

Granted that Henry Cob Shall have an Acre of Ground adjoyning to his Land above ye gate between that and ye pound In Lieu of Some Damage that he hath or Shall Receive by ye High way Running over or between his Land from ye Gate to Thomas Huckens.

April 1644

It was also granted that James Lewes Shall have two or three acres of Land at ye Upper End of his Home Lot.

It was also ordered that when ye Great Lotts are Laid out that Bernard Lumbart and James Claghorn Shall Look out a parcel of Land for ye Sd James Claghorn about twenty acres which ye Sd Bernard Lumbart Demands as Due to him which in case those Men joyned to ye Land Measurers In a former order Shall approve as not prejudicial to ye town nor within ye Compass of Lands Reserved for Commons is granted to ye Sd James Claghorn and an addition of five acres More to it.

Granted 13 May 1680

It is also Ordered by ye Town 1664 that ye Lands between ye Long Pond Commonly Called ye South pond & ye Lands about ye Shoal ponds & those ponds nearer adjoyning which are yet undisposed Shall Lye for Commons for ye Town Cattle

At a Town Meeting ye 26 of Sept: 1664 Ordered and granted that Joshua Lumbart have a parcel of Upland Lying against his

Marsh being about 15 or 16 acres In Case those who of Right by former grants to great Lotts do not accept of it within 6 months for a great Lot.

Ordered and agreed that so far as it Concerns this Town they Consent That Nicholas Davis Quietly Enjoy a parcel of Land which he hath fenced in which he saith Yanno hath given him Lying at ye North Side of ye Indian field Called Sams Neck ye Sd Nicholas paying 10^s towards ye Towns purchase of Yanno Land Mentioned In a Deed bearing date ye 19 of July 1664

The Town also Consents ye Sd Nicholas Davis Shall have ye Land Lying from ye head of ye Cove Called ye Landing place Cove upon a Strait Line to ye head of ye next westernmost Cove & so Joyning ye fence above sd.

7 of Aug 1673 granted by ye Town that Mrs. Lothrop Shall have & Enjoy that Land Swamp and Meddow which Lyeth Against her Land Neer Stony Cove Running down to ye Beech or as far as other Mens Lotts do which Lye Neer there abouts & ye Like Liberty is also granted to Lieut Lothrop for what Lyes against his adjoining to his Mothers aforesd Grant.

James Hamlin Senr Declared his Consent to have a way go across ye End of his Land In ye Calves pasture to ye Beech and Creek.

Also It was granted that John Lothrop shall have three or four acres of Land Layd out to him to Set a house Upon In Some Convenient place which is free from other Engagement.

At a Town Meeting ye 16 of July 1674
The Day Above Sd Thomas Huckens appeared

and Resigned up the three acres of Upland
he had of Henry Bourn Lying at ye Meet=
ing house Unto ye Town; In Lieu of three
Acres they have granted unto him Lying at
ye head of his own Lot Witness his hand

Thos Huckens.

and acknowledged before Me.

Thos Hinkley Assistant.

Ordered That Thomas Hinkley Mr Barnabas
Lothrop John Davis & Nathaniel Bacon take
Course for Settling ye Bounds between ye Town
and ye possess or ye Lands heretofore
Nicholas Davis's.

ye 12 of May 82 It was ordered by ye Town
yt Lieut Lothrop be joyned and Impowered
with ye Men above Mentioned to act in ye
premises above written.

1: 47

The 22 of March 1676/7

The Town hath voted Thos Hinkley to have ye
Rest of his great Lot to be Layed out by ye
Land Measurers at ye Timber Land being
Judged 30 acres.

Same^l Allyn, Same^l Annable & Edward Lewes
desired to view a parcel of boggy Marsh
Desired by James Claghorn & Edward Lewes & to
make Report thereof to ye Town.

Granted to William Crocker to Exchange About
30 Rod of Ground Lying against his land at ye
Indian pond.

at a Town Meeting 21 of Feb 1677.

Granted to John Davis jun^r Liberty to Set up a
Shop on a Knoll of Ground over against his
house adjoyning to his fathers fence on ye
other side of the High way

A parcel of Land presented to be Recorded to Edward Lewes under ye hands of Thomas Lothrop & Lieut Joseph Lothrop granted to him by ye Town in Lieu of a High way which Runs Thru his Land by his house into ye woods which parcel is bounded on ye East by part of what was his fathers great Lot & on ye South by ye Green pond and on ye west by a North Line from ye north west Corner of ye aforesd pond about 36 Rod to a great Red oak that Stands by a valley & from thence North east to a great pine that Stands by Rowleys pond & on ye north by ye sd pond 1679.

6 of Octr 1680 Ordered that Mr Thomas Hinkley have 40^s for his Disbursments about his purchase of John Yannos Land Mentioned In a Deed bearing Date 7th of September 1680 & the Sd Land to be for ye sole use & behoof of this town and their assigns for ever.

18 of May 1681. Ordered That James Hamlin jun do from ye Town give Notice to John Dunham to for bear to act any thing upon that Land which is said he bought of Thomas Bourman at ye Little pond untill another Town Meeting May Consider and order that affair It being alledged to be very prejudicial to ye Neighbourhood & not Duely Laid out there according to order.

12 of May 1682. It was voted by ye Town that the Land at ye Little pond which they Say John Dunham bought of Thomas Bourman & Laid out to him there Shall be Layd Down again & took up again In Some other place where it may not be So prejudicial to any Neighbour hood as at ye Place Aforesd

18 of May 1687 Ordered by ye Town vote that

ye Meeting house to be Shortly Erected be Set on
some part of ye Hill at ye End of Goodman
Phinny Seniors Lot

15 of January 1667. It is ordered by ye Town
that Ensign Bernard Lumbart Thomas Huckens
John Thompson & John Howland are appointed
by ye Town & Impowered to take Notice of ye bounds
between this Town and ye other Neighbour Towns
& between this Town and ye Indians & to procure
Some young Men to go with them Annually to
View & keep ye Said bounds In Remembrance
and the Town to allow ye Charge of ten Shill=
ings a year to be Expended Amongst them
for their Refreshment on that Design.

These presents witnesseth a Bargain and Agree=
ment also Made and Concluded between
Thomas Hinkley senr Mr Barnabas Lothrop
and Samel Allyn In ye behalf of ye Town
& John Phinny Senior for a parcel of land
within his fence Containing about a Quarter
of an acre for to Set ye afore Sd New Meeting
house Upon for thirty Shillings twenty there
of to be paid in Money to ye Sd John Phinny
next fall & 10^s to Ralph Jones for a Cutlash
pressed from him & is in ye hands of ye Sd
John Phinny which is In full for ye Sd Land
for Ever as it is by ye hand of ye Sd John
Phinny Staked out only. The Town is to Make
and Maintain ye fence about ye Sd parcel
of Land according to Sd Range Staked out to
prevent Damage to ye Sd John Phinny In his
Lands adjoyning There unto. In Witness where=
of Sd John Phinny hath hereto set his hand
this 20th of May 1681.

John Phinny Senr
acknowledged before Me -- Thomas Hinkley
Deputy Governour.

And farther It is Agreed by Jasper Tayler that he will pay S^d thirty Shillings to ye Towns order for ye Land above S^d & Maintain ye fence about ye S^d parcel of Land for ye Meeting house Afores^d as is above Mentioned for and In Consideration of two acres of Ground or Land Adjoyning to ye

1: 48 Northerly End x of that Land he bought of Thomas Huckens Running Northerly all ye breadth Thereof which was ye 18 of May at ye last Town Meeting voted by S^d Town to be given him on S^d Condition and on View of ye Neighbours Bartholemeu Hamlin and others Assented Unto — In Witness whereof what Concerns ye S^d Jasper Tayler his heirs & assigns to perform he hath hereto Set his hand 20 of May 1681. Jasper Tayler.

In presence of Thos^d Hinkley Deputy Governour.

At a Town Meeting ye 18th of August 1681
 Allyn Nichols Eleazer Crocker Joseph Bodfish
 Accepted to be Townsmen and Voted that ye Mon=
 eys to be Received of ye Country for Sale of
 Mount hope our part Thereof Shall be Employ=
 ed to pay ye Carpenters toward ye hundred
 pounds they are to have for building ye Meet=
 ing house.

Also that ye Common Highway which Leads
 down to Rendevouz Creek & that which leads to
 ye Creek Commonly Called Huckens his Creek
 Shall from Time to time be mended by ye Town
 & to be Under ye Inspection of ye Supervisors of
 ye high ways.

3 of Octo 1681. It was Voted by ye Town for ye
 Incouragment of Mr Russl to Come and help
 us In ye work of ye Ministry to allow Unto him
 Either Eighty pounds per Annum 40£ thereof
 in Money & 40£ In Corn and Other pay as it
 passes at price Currant between Man and Man
 & amongst our Selves or seventy pounds In Money

per Annum which he pleases & It was also Voted to give him ye house Mr Walley Dwelt in with ye lands we purchased with it for ye Ministry In Case he Shall Come and Settle In Office with us & here Live and Dye In ye work of ye Ministry not voluntary Disserting ye Same not voluntary Disserting ye Same In ye order above written was voted by ye Town May 6, 1686.

At a Town Meeting ye 28 of May 1669 granted to Edward Tayler two or three Acres of Upland to Set a house upon to be Laid out by ye Measurers at ye East Side of ye pond Above Same^e Annables house.

ye 23 of Feb 1670 It was agreed that the first Tuesday In April Next is appointed for a Town Meeting In order for ye Laying Out Meddows & wood Land.

At a Town Meeting on ye 5 of April 1670 It is ordered by ye Town that all ye Common Meddow as yet undisposed within this Township Shall from time to time perpetually be and Lye for Common to and for ye Common Use of the present Inhabitants whose names are here Under Recorded & to ye Sones of all ye Afore Mentioned Inhabitants Successively as they Shall Grow Qualified according to a former Order bearing Date 3rd of Octobr 1662 & to ye Successors of such Inhabitants as Afores^d who Shall purchase and buy out ye whole Right of Such Respective Inhabitants.

The Inhabitants that are on Record as Afore-
S^d are as followeth Viz.

	Thomas Hinkley	John Phinny Senr
	Mr Nathel Bacon	Thomas Lewes
	Mr Thomas Walley Senr	George Lewes
	Mr Henry Cob	Joshua Lumbart Senr
	Mr John Chipman	James Lewes
	Cap Matthew Fuller	David Linnel
	Lieut Joseph Lothrop	John Jenkins
	Ensign Bernard Lumbart	Mr William Serjeant
1: 49	Mr John Gorum	x Barnabas Lothrop
	Anthony Annable	William Dexter
	John Cooper	James Claghorn
	Henry Bourn	John Howland
	Austin Bearse	Edward Lewes
	Thomas Shave	James Cob
	Robert Sherly	James Hamlin jur
	James Hamlin Senr	John Crocker
	Abraham Blish	Samel Son of
	William Crocker	Samel Fuller
	Mr Thomas Allin	Samel Son of
	William Casly	Cap Fuller
	John Casly	Edward Coleman
	Isaac Wells	Thomas Lumbart
	Thomas Lothrop	Jabez Lumbart
	Roger Goodspeed	John Lewes
	Thomas Huckens	Caleb Lumbart
	John Scudder	Samuel Norman
	Mr Thomas Dexter	Shobal Dimock
	John Davis	Nathel Fitts Randle
	John Tompson	Dollar Davis
	Ralph Jones	Samel Hinkley
	Henry Tayler	John Phinny jur
	Robert Davis	Nathel Goodspeed
	Nicholas Davis	Jedediah Lumbart
	Robert Parker	Samuel Allen
	Samel Fuller Senr	Joseph Hallet
	Peter Blossom	John Otis
	Moses Rowley	John Fuller

Samel Annable	16 of July 1674 were
Melatiah Lothrop	Entered Joseph Blish
William Troop	James Gorum
Samuel Stores	John Bursley
Edward Tayler	Eleazer Clap
Mark Ridley	John Allyn
John Hinkley	John Davis jur
John Hamlin	John Gorham
Job Crocker	Eleazer Hamlin
Josiah Crocker	5 May { Samel Hinkley jur
John Goodspeed	1677 { Joseph Bearse
Mrs Lothrop wid	1677 { Benjamin Goodspeed
Widdow Lewes	{ John Fuller Jur
Widdow Lumbard	Dec { Thomas Huckens jr
the Heirs of Mr	1678 { Israel Hamlin
John Bursley Decd	Joseph Crocker
23 Feb 1670	Eleazer Cob
John Huckens	Samel Serjeant
Nathel Bacon	Samuel Bryant
Bartholomeu Hamblin	Richard Childs
Benjamin Lumbart	18 May 1681 John Baker
14 May 1674	admitted a Townsman &
Isaac Chapman	18 August Allyn Nichols
admitted In his	Eleazer Crocker
Grandfather	Joseph Bodfish
Wells Right	12 May { Thomas Hinkley
	1682 { Ebenezer Goodspeed

At a Town Meeting ye 12 of May 1682
 Ensign Bernard Lumbart Nathel Bacon James
 Cob were Made Choice of by ye Town to take
 Notice of ye bounds between Yarmoth & this
 Town & to Acquaint Yarmoth Men therewith to
 Meet them there to Effect ye End Aforesd & ye
 Clerk desired to go along with them to take notice
 thereof that So it may be Committed to Record
 as Soon as may be with Conveniency.

and Elder John Chipman & Ensign John

Howland & serjeant John Fuller were Chosen by ye Town to take Notice of ye bounds between Sandwich and This Town & to acquaint Sandwich Men there= with to Meet with them there to effect the End Afores^d & the Clerk Desired to go allong with them to take Notice thereof; that so it may be Com= mitted to Record as Soon as may be with Conven= iency.

A True Coppy of Mr Russels Receipt 1682.
Received of Mr John Barker Constable of Barnstable seventy pounds In money on Rate account Rec^d as aboves^d This 4th of ye 10th Month 1682. Pr Mr John Russel.

23 of May 1683 Samel Cob & Jonathan Cob ad= mitted Towns Men

granted to Allyn Nichols an acre or two of Land adjoining to ye Land he bought.

14 Feb 1683 Mr Jonathan Russel Jeremiah Bacon Benjamin Lothrop & James Bearse were admitted Towns Men and James Coleman

Capt Joseph Lothrop Lieut James Lewes Nathe^l Bacon Joseph Blish & Melatiah Lothrop Made Choice of and appointed to agree with John Davis Jur about his piece of Swamp by ye High way for a watering place for the Neighbours Cattle to give him Other Lands In Lieu thereof so it Exceed not above four or five acres

1: 50 At a Town Meeting ye 14 Feb 1683
Wheras Divers persons In this Town Meeting did Testify that Ensign Bernard Lumbart had a former Town grant of five acres of Upland at South Sea at or Neer a place Commonly Call= ed Scunkeneck The Town did now the 14 of

February 1683 freely Confirm ye Afores^d Grant to ye S^d Bernard Lumbart.

At a Town Meeting ye 23rd Day of May 1684. It was granted to John Glover to make use of ye High way below his house Upon ye Bank between the Stone wall and ye Creek Upon Condition that he make a Sufficient way below by ye Creek for ye Towns Use.

Joseph Davis Sen^r admitted Towns man.

At a Town Meeting ye 7th Day of August 1684. Granted by ye Town to Job Crocker three Acres of Upland adjoyning to his Land at ye ponds ye S^d Crocker Engaging to pay therefor three pounds In Money unto Benjamin Lumbart for which three pounds In Money the S^d Benjamin Lumbart hath Engaged to fence In ye Meeting house according to ye bounds Set by John Phinny sen^r & to free the Town of y^r Engagement to S^d John Phinny Touch= ing S^d Fence as appears by an agreement between ye Towns Agent and S^d John Phinny bearing Date ye 20th of May 1681 Leaving ye fence all Ready Made by ye High way with ye gate as It now is.

Doller Davis admitted Townsman.

Mr. Barnabas Lothrop Captain Lothrop Shobal Dimock, william Troop & Samuel Hinkley Sen^r were Chosen and Impowered they or any Two or Three of them as Agents In the Towns Behalf to agree with Some Man or Men to Set up a water = mill or wind mill in Some Convenient place & to keep and Maintain her upon his own Charge for twenty year In Such a Capac=

ity as Shee May be fit to grind the Towns Corn,
that so the Inhabitants of this Town May have
their Corn ground well and in Convenient
time & the Town to Make up the Money In
Captain Lothrops hands Received from ye
Treasurer to Make up the Sum of fifty pounds
to be paid next fall Come twelve months
In Money by Rate.

At a Town Meeting ye 7th of January 1684.
Captain Lothrop Lieut. Howland Ensign Dimock
Chosen and appointed to Issue Differences
between party & party about ye bounds of
their Lands, according to order of Court In
that Case made & provided.

Captain Joseph Lothrop Ensign Dimock
Melatiah Lothrop & Nathaniel Bacon were Cho=
sen and appointed by ye Town to View Some
Lands of ye Towns in order to Exchange with
Edward Lewes & to Make Report thereof to ye
Town.

It was voted by ye Town that if Elder
Chipman will Return to Dwell In this
Town again he Shall be Rate free and Shall
have ye Benefit & Use of four or five Acres
of ye Common Meddow belonging to this
town as Long as he Shall Live In this Town
and no Longer.

Widdow Bourns house adjoyning to Mr
Russels house was granted by ye Town to
Mr Russel.

John Glover was admitted Towns man.

Governour hinkley Mr Barnabas Lothrop
Jeremiah Bacon & Mr Sam^{el} Allen do engage

to build a Substantial wind mill & Set her up in some Convenient place In this Town to Grind ye Towns Corn and to accomplish It within a Twelve months time After ye Date above Written & the Town do engage to pay to ye Men above named ye Sum of fifty pounds In Money towards building S^d Mill when S^d Mill is built Compleatly finished and Doth grind Corn.

At a Town Meeting ye thirteenth of May 1685 Granted by ye Town to Jonathan Crocker one acre of Upland adjoyning to his Lot for his Conveniency In building.

Samel Parker and Increase Clap admitted Towns men.

1: 51 Granted by ye Town to Edward Lewes Upon his desire in Exchange Seven or Eight Acres of ye Towns Commons for other Lands of ye S^d Lewes being before viewed by ye Men thereunto appointed & Report thereof Made unto ye Town according to order in that Case provided.

Deacon William Crocker John Hinkley & Josiah Crocker Appointed by ye Town to view Some Lands In ye Towns Commons that Dollar Davis & Edward Tayler Desire a grant of & accordingly to Make Report thereof to ye Town.

At a Town Meeting ye 24 of June 1685 Mr Barnabas Lothrop Made Choice of by ye Town and Impowered to act as their agent Respecting ye answer of ye Towns presentment Concerning Jones es River Bridge & to act in all things Related thereto as the Matter May Require.

Governour Hinkley & Mr Barnabas Lothrop
 Made Choice of and Impowered by the Town
 to act as the Towns Agent for ye Searching of ye
 Court Records for ye finding out ye Court grant
 of ye Town ship & wherein there appears Any
 Defect their in to do ye best they Can to Rectify
 ye Same & to ye best of their Skill to act for ye
 Sure Making over of Sd Grant according to
 Law to Sd Town & ye Town to Defrey ye Charge
 thereof.

At a Town Meeting ye 12 of August
 1685 Granted by ye Town to Edward Tayler
 a Corner of a Swamp Neer his now Dwell=
 ing house Containing about an acre or an
 acre & half.

Granted by ye Town to Doller Davis a
 Neck of Land about sixteen acres Lying At
 South Sea on ye wester side of ye Cedar
 Swamp by Joshua Lumbarts Senior with ye
 Strip of Meddow that Lies against it adjoyn=
 ing thereto Upon Condition that he Sell it
 not without ye towns Consent.

Liberty granted by ye Town to John Jenkins
 to Exchange Some Land with ye Town & Deacon
 Crocker Senior & Josiah Crocker be trusted by
 ye Town In their behalf to act about Sd Ex=
 change.

18 of Feb 1685 Ordered by ye Town that
 ye Land Measurers Shall Lay out thirty acres
 of Land on ye Easter side of ye Oister River
 head Unto John Dunham on ye account of
 Thomas Bourman and the Sd Dunham to Lay
 down ye Land again that was Laid out to
 him by ye Land Measurers before Upon ye
 Same Account.

Voted by ye Town that ye Governour

and Mrs [sic] Lothrop Impannel a jury to bound ye Country Road & ye Towns Highways According to order of Court In that Case provided So as May be Most beneficial for ye Country and Town & Least prejudicial Unto particulars that So accordingly It may be brought to Record

It was Granted to Mr. Jonathan Russel to have two or three acres of Land Neer adjoining to ye Lands of Thomas Huckens for 10^s p acre.

At a Town Meeting ye 6th of May 1686 John Otis accepted a Townsman. Ordered by ye Town that Mr Barnabas Lothrop Lieut. John Howland Ens. Dimock Deacon William Crocker with one of ye Land Measurers View ye Land In Controversy between Mr. Jonathan Russel and Bartholomeu Hamblin Referring to ye grant above Written to Lay out to Mr. Russell 3 acres and an Half or four acres of Land where it May best Suite him & be ye Least prejudicial to Bartholomew Hamlin at ye price Above Mentioned.

Granted to Ebenezer Goodspeed two acres of Land where his house now stands.

At a Town Meeting ye 26 of May 1686 Capt Lothrop & Ensign Dimock ordered and Appointed by ye Town to view ye Swamp by Gdd Shellys & make Report thereof to ye Town.

At a Town Meeting January 19 1686/7 Ordered by ye Town that a windmill Should be built and set up in Barnstable Either Upon ye hill Commonly Called Cobbs Hill or ye old Meeting house hill if it may be Accomplished for four Acres or five of Upland of ye Towns Commons & three or four Acres

of Common Marsh & thirty pounds In Money & Mr. Barnabas Lothrop & Mr. Samuel Allen were ordered to Manage that affair & the Town to Defrey the Charge thereof.

- 1: 52 At a Town Meeting ye 11 of February 1686/7 the whole Concerns of ye Mill above Mentioned was by the Town Left altogether to ye Discretion of ye above Sd Mr. Barnabas Lothrop & Mr. Samuel Allin to act in ye premises in the Towns behalf as they Shall See Meet

Edward Lewes upon his Request to the Town having Obtained a grant of seven or Eight acres of Upland Adjoyning to ye Land that he now Lives Upon at ye pond Called formerly Rowlys pond In Exchange with the Town for So Much of Sd Lewes his Land there to be Laid Down In Common to ye Town.

We the Land Measurers whose names are hereunto Set have Laid ye Same out as followeth bounded from a white oak Tree Running from Thence Norwest 29 Rods to a Red Oak Tree & then from that It Runs forty one Rods Southerly to a white Oak bush & from thence to ye Southerly Corner of ye pond Called ye Green pond In Lieu whereof Sd Edward Lewes Laid Down to the Town & we measured and bounded it as followeth at ye North End of his Land & on ye East Side thereof we Measured twelve Rods in Breadth Running sixty five Rods Southerly to a pine tree Markt & then from thence it being but six Rods wide Running Southerly upon ye Same Line further fifty five Rods.

Bernard Lumbart, Thomas Lothrop

This above Written is a True Coppy of what was given in by ye land Measurers & Entered ye 31 of January In ye year 1686

as attest Joseph Lothrop Clerk.

At a Town Meeting ye 11th of Feb 1686/7
 Granted by ye Town to John Andreas 8 or ten
 Acres of Upland at ye River by John Goodspeed
 & the Benefit of ye Stream there to full Cloth
 provided he Set up and keep a fulling Mill
 upon S^d Stream & full and Dress ye Towns
 Cloth Upon Reasonable Terms or prices

Granted by ye Town to Robert Shelly a
 piece of Swamp by his house & Capt Lothrop
 Ensign Dimock & Nathaniel Bacon ordered
 by ye Town to Lay it out to him as they
 Shall See Meet.

Granted by ye Town two acres of Common
 Marsh to Lieut Howland In Lieu of a
 Town High way Through his Land Into woods

Jonathan Crocker accepted Townsman.

At a Town Meeting ye 12 of May 1687
 Jedediah Jones Samuel Lothrop John Bacon
 Benjamin Hinkley Mr Sam^{el} Barker &
 Matthew Fuller accepted of for Townsmen.

Order by the Town that Ensign Dimock
 Nathaniel Bacon and Sam^{el} Cob Shall View
 a piece of Marsh of ye Towns Commons
 at Sandy Neck & a piece of Marsh of Lieut.
 James Lewes which he desires to Exchange
 with ye Town Lying at Said Sandy Neck
 also and Make Return thereof to ye Town.

10 of Aug 1687 Granted by ye Town to Lieut.
 James Lewes at Sandy Neck the Exchange of
 Marsh which was Viewed by Ensign Dimock
 Nathaniel Bacon & Sam^{el} Cob according as
 was ordered by the Town.

Upon ye Desire of Lieut James Lewes to the Town to Exchange a parcel of Marsh with the Town Lying at Sandy Neck ye Town appointed Ensign Shobal Dimock Nathaniel Bacon & Sam^e_l Cob to View S^d Marsh and Make Report there= of to ye Town according to an order of Town bearing Date May ye 12th 1687 which according= ly was Done and Granted to him by ye Town on ye 10 of August 1687 and laid out to him by Bernard Lumbart one of ye Towns Land Measurers & ye men above named and given under yr hands as followeth —five Acres of Marsh be it More or Less bounded Northerly partly by John Hulls Marsh & partly by Sam^e_l Serjants Marsh Easterly by Sam^e_l Serjants Marsh Southerly by ye Harbour westerly partly by a Creek Commonly Called Hulls Creek & partly by his own Marsh and ye marsh that the said Lewes hath Laid Down to ye Town In Lieu of ye aboves^d Marsh is five Acres be it More or Less bounded Westerly by Capt Lothrop's Marsh Northerly by ye Sand Hills Easterly by George Lewes his Marsh & Souther= ly by ye Commons.

Nathaniel Bacon, Bernard Lumbart

Shobal Dimock, Sam^e_l Cob.

Entered ye 19 of April 1688

Per Joseph Lothrop Clerk.

- 1: 53 The Country Road or high way Laid out by ye Jury In March and April 1686 Leading thru Barnstable is as followeth beginning at ye bounds between Sandwich and Barnstable Run= ning for ye most part Easterly at a Rock ly= ing in Ralph Jones his fence on ye North Side of ye S^d way and a heap of Stones on ye South Side of S^d Way from thence to a Red Oak Marked Tree on ye South side of S^d way Upon ye Land that was Capt Fullers from thence

to ye fence of John Fuller jr on ye South Side of S^d Road and a Marked Tree upon ye North Side of ye way from thence to Marked Trees on both Sides of S^d Way at ye Corner of William Troops fence where ye way goeth down to Scorton from thence to ye foot of ye Hill between ye fence of William Troop and a Little Swamp & so to ye S^d Troops Stone Ditch on ye North Side of S^d Road and a bound set on ye South Side within ye fence of S^d Troop ye S^d Troops Dwelling house on ye North Side of S^d Road from thence to trees Markt on Each Side of ye way by a Swamp & from thence to a Marked Tree on ye North Side of S^d Road bounded by a Stone set in ye field on ye South Side of S^d Road and Mr. Smiths house on ye North Side to the fence of John Bursley bounded by Trees Marked within ye fence of ye widdow Davis on ye South Side of ye way Running between ye Dwelling house of S^d widdow Davis and ye Barn of S^d John Bursley on ye North Side of S^d way & so over ye Bridge Called John Bursleys Bridge from thence to a Marked Tree on Each Side of S^d way Upon Peter Blossoms Land to a Stake Set upon Peter Blossoms orchard Leaving ye S^d Peter Blossoms house on ye South Side of S^d Road from thence thru ye Lands of William Dexter bounded by Several Marks Set up within ye fence of Phillip Dexter on ye North Side of S^d Road ye house of S^d Phillip Dexter on ye North Side of S^d Road & ye house of Increase Clap on ye South Side bounded by a Stone In ye orchard of S^d Clap; Through ye Lands of Samuel Parker & John Crocker bounded by a Markt tree and a Stone within ye fence of S^d Parker on ye South Side of S^d Road by ye House of Richard Childs & ye house of Lieut John Howland on ye North

Side of Sd Road and ye Barn of Sd Howland on ye South his Sheep Yard In ye highway Running by ye house of Elder John Chipman on ye North and ye house of John Otis on ye North bounded by three Marks Set up within his fence on ye South Side of Sd Road Running through or by ye foot of ye Lands of Samuel Hinkley Senr bounded by Marks set up within John Otis his fence on ye North Side of Sd way Running over ye Bridge Called Hinkleys Bridge through ye Lands of Joseph Blish bounded by marks on ye South Side of Sd way Neer ye Marsh between ye Lands of Mr Samuel Allin and Sd Blish bounded by three marks Set up within ye fence of Sd Allin on ye North Side of Sd Road & Sd Allins and ye house of Joseph Blish on ye South Side of Sd Road Running by ye house of ye Widdow Annable Deceasd and by ye house of Thomas Ewer both on ye North Side of Sd Road bounded by two Marks Set within ye fence on Sd Ewers Land on ye South Side of Sd Road Running by or neer ye Upper End of Deacon Crocker jur his Land on ye South Side of a great Rock partly at ye head of the Lands of Austin Bearse Running throw a Valley to Coming Into ye Old Road Neer ye Land of Thomas Huckens Always provided that Sd Deacon Crocker Jur Make ye way that is turned out of ye old Road (at his Desire) or Cause it to be Made a good Convenient passable way till it Come into ye Old Road again Running above ye houses of Thomas Huckens James Hamlin Senr Mr Russel Neer by ye Meeting house all on ye North Side of Sd Road by ye pond Called formerly Coggins pond on ye North Side of Sd way Leaving ye Governours house on ye South & his barn on ye North Side of Sd Road bounded by three Marks Set up within his fence on ye South Side of Sd way from thence

Running by ye houses of John Lothrop and Mr Barnabas Lothrop on ye North Side of Sd way & So thru ye lands of Capt Lothrop between ye house of Sd Capt Lothrop on ye South west & ye house of Melatiah Lothrop on ye North East Side of Sd Road along by ye house of Thomas Lothrop on ye North Side of Sd Road being too narrow ye Breadth of his Stone wall in ye Bottom Neer his house & so going along by Isaac Chapmans house and Shop on South Side of Sd way being too narrow is bounded Into his Land on ye North Side of Sd way from ye Corner of his Stone wall to Henry Taylers Fence Sd Road Going along by ye house of Samel Serjant on ye South and ye house of John Davis Senr on ye North Side of Sd way Up ye hill Called Cobbs Hill by ye house and Shop of Lieut James Lewes on South Side of Sd way too narrow at his barn three foot & So Sd Road Lying along Neer ye house of Mr Bacon on ye North Side of Sd way Leaving ye house of Serjant James Cob on ye South Side & ye house of Ensign Shobal Dimock on ye North Side of Sd Road Sd way too narrow ye Breadth of his fence from John Scudders to a Stake Set In his field In ye Swamp Sd way Running along Close by ye house of Henry Tayler on north side of Sd way bounded by a Little Stone & a Stake in ye Swamp within the fence on ye South Side of Sd way sd way lying along by ye house of George Lewes & ye house of Thomas Hinkley on South Side of Sd way bounded by a Little Stone In ye Swamp within his fence Sd way Runs by Samel Cobs house & Josiah Davis his house on ye North Side of Sd way bounded by a Stake In his field on ye South Side and by Joseph Benjamins fence by a Stone Set in his field and by three Stones Laid together and by a Little Stone Drove Into ye Ground with Little Stones Laid about it on South

Side of Sd way Running Along thru ye Lands of James Gorham Leaving ye house of Joseph Hallet and James Gorham on North Side of Sd way bounded Into the field of Sd Gorham on South Side of Sd way by three Stones and Stones Laid together at ye west Corner of his fence of Sd field & so to ye Lands of John Gorham Leaving his house and Barn on ye North Side of Sd Road bounded by a Stake Set within his hay yard fence between his house & Barn & So Running to ye Bounds of Yarmoth Neer where are three great Stones Laid together being Laid out all along forty foot

The Names of ye Jury:

Capt. Lothrop.	James Cob.	John Phinny.
Lieut Howland.	Samel Cob.	Job Crocker.
Ensign Dimock.	Nathel Bacon.	Samel Hinkley Senr.
James Gorham.	Ensign Lumbart.	Joseph Blish.
Jabez Lumbart.	Lieut James Lewes.	Josiah Crocker.
	James Hamlin jur.	

Whereas the Town appointed Capt Joseph Lothrop Lieut. James Lewes Nathaniel Bacon Joseph Blish & Melatiah Lothrop to Exchange Some of ye Towns Up Land with John Davis Jur in Lieu of a piece of Swamp that Lies between his now Dwelling house and ye Country Road which was Desired by Several of ye Neighbors thereabout for a watering place for their Cattle as by Town order ye 15 of August 1683 may appear the men appointed as above Sd Agreed with ye Sd John Davis and accordingly was Laid out to him In Lieu of Sd Swamp which is Now thereby become the Towns Commons ye Sd Upland by agreement with ye Sd John Davis was Laid out to him as followeth by Ensign Bernard Lumbart one of ye Land Measurers as ap=

pears by a paper Under his hand Running forty Rods Long and twenty in Breadth adjoyn= ing to ye head of Same^l Serjeants Lot & is bounded Northerly partly by the Land of the S^d Same^l Serjeant & partly by ye Land of Isaac Chapman Southerly by ye Common westerly by ye Common Easterly partly by ye Lands of John Davis Sen^r his father & partly by ye Commons Lying forty Rods North and South & twenty Rods East and West only ye S^d John Davis Jur. did agree with the Men appoint= ed by ye Town as Above s^d & with ye above Men= tioned Same^l Serjeant to Leave out So much Land on ye west Side of ye head of ye S^d Serjeants lot between ye Land of ye S^d John Davis Jur. and ye S^d Samuel Serjeant that Might for Sufficient for ye S^d Serjeant to Way him self out Into ye Commons.

Entered ye 12 of May 1687 by Joseph Lothrop Clerk but ye Land Laid out as Above s^d 2 or 3 years before

Upon Desire of Robert Shelly to ye Town for a piece of Swamp Lying by his Now Dwelling house, at a Town Meeting ye 12 of August 1686 The Town ordered Capt Lothrop & Ensign Dinock to View S^d Swamp & Make Report thereof to S^d Town which Accordingly was Done and Upon Report thereof to ye Town at a Town meeting ye 11 of Feb 1686/7 S^d piece of Swamp was granted to him by ye Town & Capt Lothrop Ensign Dimock & Nathaniel Bacon ordered by ye Town to Lay it out to him as they Shall See Meet which accordingly they did & is bounded on ye West by his own Upland and on ye North partly by Edward Coleman his land & partly by ye Commons and on ye East by ye highway in the Swamp that Lies between ye S^d piece

of Swamp and ye Land of Robert Davis a Little Gore of about four Rods of S^d piece of Swamp falling within ye Lines of ye Lands of S^d Robert Davis which ye S^d Robert Sherly purchased of S^d Robert Davis that So S^d piece of Swamp Might be bounded all along by S^d high way In ye Swamp; and on ye South S^d piece of Swamp is bounded by ye Country Road. per Joseph Lothrop Town Clerk.

- 1: 55 Articles of a Covenant Made Concluded and agreed Upon between Thomas Pain Sen^r of ye Town of Eastham In ye County of Barnstable In ye Jurisdiction of New Plymoth Yeoman of ye one part & Barnabas Lothrop Esq^r & Mr Sam^l Allin Gentleman both of ye Town of Barnstable In ye County Afores^d Agents for the Town of Barnstable Afores^d of ye other part Witnesseth as followeth.
- first ye S^d Thomas Pain for himself his Executors and administrators doth Covenant promise grant, Agree to and with ye S^d Barnabas Lothrop & Samuel Allin their Executors administrators and assigns by these presents In Manner and form following (that is to Say) he ye S^d Thomas Pain his Executors adminis=trators or assigns or Some of Them for ye Con=siderations hereafter Mentioned Shall and Will forth with with as Much Convenient Speed as May be Shall Make Erect build & Set up one Good Substantial windmill In Some Conven=ient place in Barnstable afores^d between ye Dwelling house of Thomas Hinkley Esq. and ye house of Nath^l Bacon on ye East Side of ye hill Commonly Called Cobbs Hill & Shall and will provide & find all Sorts of Timber Suit=able for ye building of S^d Mill boards Shingles Nails & Mill Stones & Cloathing all sorts of Iron work belonging thereto and ye S^d Mill to keep

and Maintain for ye Space and Term of twenty Years In so good a Capacity as Shee May Grind all the Corn of the Inhabitants of ye Town of Barnstable well & as It ought to be Ground that they Shall have occasion to be Ground that they May not be put to Straights Upon that Account & Shall and will well and Workman like fraim Erect & Set up Sd Wind Mill & finish ye Same that so Shee May Grind ye Corn of ye Town between this and ye Last Day of Octor next Coming after ye Date hereof In Consideration of which Sd Windmill to be built Set up done and finished in all Respects as abovesd In Manner and form aforesd ye Sd Barnabas Lothrop & Samuel Allin for themselves Joyntly & Severally yr Executors & administrators Doth Covenant and Grant to and with ye Sd Thomas Pain his Executors administrators and Assigns by these presents In Manner and form following that is to Say that they ye Sd Barnabas Lothrop & Samuel Allin their Executors administrators or Assigns or Some of them Shall and will well and truly pay or Cause to be paid unto ye Sd Thomas pain his Executors administrators or assigns at or in ye now Dwelling house of Mr Barnabas Lothrop In Barnstable Aforesd ye Sum of two and Thirty pounds In Good and Lawful Money of New England at three Several payments In Manner and form following (yt is to Say) ten pounds thereof In Hand at and before ye Ensealing & Delivery of these presents ye Receipt whereof ye Sd Thomas pain doth hereby acknowledge and Confess & thereof and of Every part and parcel thereof doth Clearly Acquit Exonerate and Discharge ye Sd Barnabas Lothrop & Samuel Allen their Executors and administrators and Every of them by these presents for Ever Other ten pounds thereof

when Sd Mill is Raised & other twelve pounds thereof Residue & In full payment of ye Sd Sum of two and thirty pounds when the Sd Windmill is in Every Respect finished & doth Grind Corn well and farther that Sd Mill Shall be ye proper Estate of ye Sd Thomas Pain or his Assigns and ye Ground It Shall Stand upon & Room to Set a house Upon & shall and Will Make a Legal Conveyance of four or five Acres of Upland & three or four Acres of Marsh of ye Towns Commons unto ye Sd Thomas Pain or his Assigns and Shall and Will Draw all the Timber Boards and Shingles or Bolts from ye Water Side It being brought to ye Nearest place by water by ye Sd Thomas pain or his assigns where Sd Mill is to be Set up and Shall and will Drawn or Cause to be Drawn ye Mill Stones to ye place where Sd Mill is to be Set up & if it Should Happen Sd Mill Stones Cannot be procured Nearer than ye Town of Eastham, then to Draw Sd Mill Stones from Satucket Mill to ye place where Sd Mill is to be Erected In Witness whereof ye parties to these presents for Each ones part & Behalf
 1: 56 their hands and Seals have Set this sixteenth Day of February In ye year of our Lord God one Thousand six hundred Eighty six/seven

Signed Sealed &
 Delivered In ye presence
 of Samuel Smith,
 Joseph Lothrop.

Thomas Pain ○
 Barnabas Lothrop ○
 Same^r Allin ○





Examined & Duly Compared with ye original &
 Entered ye 15 of May 1688 per Joseph Lothrop
 Town Clerk.

Received of Mr Barnabas Lothrop the full Sum of thirty and two pounds silver Money In full Satisfaction of the three payments within Specified I Say Received by Me this 17 of Novr 1687.

Thos^r Pain

This above is a True Coppy taken out of ye original Receipt of S^d Tho Pain Compared therewith and Entered ye 15 of May 1688

pr Joseph Lothrop, Town Clerk

Whereas Mr Barnabas Lothrop and Mr Samuel Allin Agents Appointed by ye Town to procure a windmill to be Set up In ye Town at ye Towns Cost, as appears by an order of Town bearing date ye 19 of January 1686/7 & by an order of Town bearing Date the 11 of February 1686/7 where the whole Concerns of ye afore s^d Mill was wholly Left to ye S^d agents to act in ye premises as they Should See Meet & there upon granted a parcel of Upland to ye owner of S^d Mill to Lye about S^d Mill as appears by ye fore going articles Containing three Quarters of an acre of Land be it More or Less & laid out to Thomas Pain Senr of Eastham Owner of S^d Mill by Mr Barnabas Lothrop agent as afores^d & by him bounded as followeth by a Piked Rock by ye High way on ye North west of S^d Mill Marked  from thence Southerly to another Rock Marked  from thence Easterly by two Rocks to another Rock Marked  from thence Northerly to another Rock over ye high way Marked  Home to ye fence that now is a Stone wall Ditch but by no means to Damnify ye highway & wheras ye Most part of ye above S^d Land was ye Land of James Whippo & Exchanged with him for other Land where ye house and Shop of ye S^d James Whippo Now Stands & Runs Easterly from ye Easterly bounds of ye S^d Whippo his lands So far as to take in his Shop & then to Run up Southerly ye Same Breadth So far as S^d Whippos Land Goes.

This above Written was brought in to be Recorded by ye aboves^d Barnabas Lothrop & the S^d Thomas

Pain & Entered ye 17 of May 1688.

P^r Joseph Lothrop Town Clerk.

Laid out unto ye aboves^d Thomas Pain In December 1689 by Nathaniel Bacon and Jabez Lumbart appointed thereunto by ye Town four Acres of Marsh bounded Southerly by Scorton Creek & East & West by the Commons & Northerly by ye Commons with a Stake at Each Corner of ye Northern Bounds.

Also Laid out unto ye S^d Thomas Pain ye S^d December 1689 by ye above S^d Nathaniel Bacon & Jabez Lumbart five Acres of Land be it More or Less at a place Commonly Called ye Shoal pond bounded Southerly by S^d pond & Easterly by ye Commons Ranging Northerly from S^d pond to a Standing old Oak tree & from S^d Tree to a Marked white Oak Bush, & Northerly by ye Commons Ranging from S^d white Oak Bush to a Stake at ye westward Corner westerly Ranging Southerly from S^d Stake to a Marked Tree and so to ye pond all which aboves^d four Acres of Marsh & five Acres of Upland was ordered to ye S^d Thomas pain by Mr Barnabas Lothrop & Mr Samuel Allin ye Towns Agents for building a Windmill as appears by Articles between S^d agents and S^d Pain bearing Date ye 16th Day of Feb 1686/7 & given in by ye S^d Nathaniel Bacon & Jabez Lumbart to be Recorded and ye above written is a True Record of what was brought in by S^d Bacon & Lumbart. As Attest Joseph Lothrop, Town Clerk

- 1: 57 At a Town meeting ye 1st of June 1688 John Gorham Jabez Lumbart & Nathel Bacon made Choice of and appointed by ye Town to be Land Measurers for to Lay out Such Lands and Marsh as by the Town Shall be ordered to be Laid out they or any two of them.

Granted by ye Town to Capt. Joseph Lothrop that his Lot of Marsh at Sandy Neck Shall Run down ye Same Breadth to ye Creek Called Wells Creek as it is at ye Sand hills.

Granted by ye Town to Thomas Huckens ye Exchange of three acres of Upland he Lay= ing down ye three Acres of Land his father hath of the Town In Exchange Lying at ye head of his Lot he bought of Mr Walley & In Lieu thereof to take up three acres of Upland at ye North End of ye Great Neck on ye westward sid of Joseph Bears his land at ye pond.

Granted by ye Town to Mr Barnabas Lothrop y^t piece of Marsh y^t Mr. Hinkley bought of Lieut. James Lewes which he ye S^d Mr. Hinkley Laid down to ye Town in Lieu of other Marsh In Exchange with ye Town & S^d piece of Marsh granted as afores^d to S^d Mr Lothrop is Lying & being at Sand Neck Next or against a Creek Commonly Called Welles's Creek & granted by ye Town ye 17 of July 1689 S^d Marsh to Run ye full Breadth thereof home to Wellses Creek.

Granted by ye Town to Samuel Hinkley Ju^r about an acre and half of Marsh Lying & being below ye Marsh of Mr Smith on ye other Side of ye Creek bounded by ye Creek Round a= bout Except on ye South ward side thereof where ye marsh of Josiah Crocker & Eliezer Crocker which they bought of Thomas Huckens butts upon it.

At a Town Meeting ye 1st of June 1688

Granted by ye Town to Ebenezer Goodspeed ye Exchange of a Certain parcel of Upland at a place Commonly Called Goodspeeds old house S^d Ebenezer Goodspeed Laying down

Land thereto ye towns Commons for ye Towns
 Use to have In Lieu thereof so much Upland
 Neer his Now Dwelling house of ye Towns Com=
 mons & S^d Exchange Under ye hands of those
 appointed to Lay out S^d Land was brought
 In to be Recorded as Followeth.

Measured this 23 of June 1688 Eleven Acres and
 seventy six Rods of Upland which Ebenezer
 Goodspeed Laid down as Commons for ye Towns
 Use at A Place Called Goodspeeds old house on
 ye Easter side of ye Oyster River which is in Ex=
 change for So Much of ye Towns Commons
 Neer ye S^d Goodspeeds Now Dwelling house ye
 Land So Laid Down bounded as followeth is
 from a pine Stake on ye Top of a plain hill
 Running Neer North west to two pine trees
 Marked & So to an oak tree Marked at ye Cor=
 ner of a Burnt Swamp & thence Upon a North=
 erly Line to ye head of a Cove of Marsh to a
 Marked tree & So along ye Side of ye Marsh to Meet
 with ye Land of John Goodspeed which is ye
 Dividing betwixt Ebenezer Goodspeed and ye Land
 Laid Down which Land Lyeth to ye Eastward
 of S^d Line. the Land taken up in Exchange
 thereof Lyeth to ye Northward of his now Dwell=
 ing house on ye Easter Side of ye pond bound=
 ed from his house up ye Hill to a Clump of
 Bushes on ye Westerly Side of ye Cart path &
 from thence to a Stake on ye Same Side of ye
 path So along upon a Northerly Line to another
 Stake & So to a swamp and along ye Side of ye
 Swamp to ye pond

Laid out at ye same time two Acres of Upland
 which ye town had formerly given to Ebenezer
 Goodspeed which Land his house now Stands
 Upon. see Town grant 6 May 1688.

John Gorham, Jabez Lumbart.

pr Joseph Lothrop Town Clerk

June 1, 1688

Granted by ye Town to Josiah Crocker about an acre and an half of Upland on ye Southward Side of the now Barn of ye S^d Josiah Crocker (of ye towns Commons) and Laid out to him ye 29 of June 1688 by ye Men appointed thereto and bounded as followeth Northerly it is bounded and Easterly it is bounded by ye Land of ye S^d Crocker & Southwardly & westerly it is bounded by ye Commons.

So brought in to be Recorded Under ye hand of ye Land Measurers as attest Joseph Lothrop Clerk of ye Town Nathaniel Bacon.

1: 58

At a Town Meeting ye first of June 1688 Granted to Mr Jonathan Russell by ye Town a hammock or Little Island of Thatch Lying on ye Eastward Side of ye Mouth of Broad Sound to ye Northward of Juels Island

June ye 1st 1688 granted by ye Town to Thomas Hinkley Jr. ye piece of Common Swamp by goodman Shellys that Remained after goodman Shellys piece of Swamp was Laid out.

June ye 13 1688 Laid out to Thomas Hinkley Sen^r by ye grant of the Town in Exchange of That parcel of Marsh he Laid down at Wellses Creek which he bought of Lieut. Lewes Laid out for three Acres be it More or Less a Certain parcel of Marsh Running in Length from Bacons Creek Easterly to ye Creek which Runs to goodspeeds Island westerly being sixteen Rods Broad as it is bounded by Stakes Set in S^d Marsh by ye appointment of ye Town Nathaniel Bacon.
Jabez Lumbart.

Sold by ye Town to Eliezer Crocker three Acres of Marsh of ye Towns Commons Lying Upon a point at ye Mouth of Boat Cove Creek for five pounds In Money to be paid within a Month - - and ye 29th Day of June 1688 ye Above said three acres of marsh was Laid out unto ye above S^d Eliezer Crocker as appears Under ye hands of Jabez Lumbart & John Gorham Land Measurers bounded on ye North End & West Side by Scorton Creek & on ye South End bounded by a Creek Known by ye name of Boat Cove Creek and on ye Easterly Side by ye Commons Staked out from Creek to Creek.

Jabez Lumbart. John Gorham.

Sold by ye Town to Joseph Bodfish three Acres of Marsh of ye Towns Commons Lying on ye North Side of Same^l Parkers Lot but not Barring ye usual Way for ye Neighbours to pass Into and out of ye Commons for ye Sum of five pounds In Money to be paid with= in a Month.

and ye 29 Day of June 1688 ye above S^d three Acres of Marsh was Laid out to ye above S^d Joseph Bodfish as appears as appears Under ye hands of Jabez Lumbart & John Gorham Land Measurers bounded by and Lying on ye North Side of Same^l Parkers Lott & Easterly by ye Commons & Northerly and Westerly by ye Commons also Staked out with a Small al= lowance for a way for ye Neighbours to go to ye Commons & not to be Debarred thereof throug ye S^d three Acres.

Jabez Lumbart. John Gorham.

ye 8th of April 1689

Laid out by ye Same Jury that Laid out ye Country Road In ye year 1686 a highway

Into ye woods against ye Gate Commonly Cal=
 Henry Taylers gate 40 feet Broad Upon ye
 Land of Ensign Dimock with ye free Con=
 sent of Sd Dimock by ye Line or Range
 that is between Sd Dimock & Henry Tayler
 so far as ye Lands of Sd Tayler now Run=
 neth up into ye woods & then to Run up
 into ye Commons ye Same breadth & 20 foot
 upon ye Lands of Sd Dimock & 20 foot on
 ye Lands on ye other Side of Sd Range so
 bounded and Staked out by ye Sd Jury
 and also Laid out a Highway at ye Same
 time Into ye Common field In at ye afore=
 sd Gate 24 foot wide so far as ye Lands of
 George Lewes now Lieth down Into sd field
 12 foot on ye Lands of ye Aforesd Dimock
 & 12 foot on ye Lands of ye Aforesd Tayler &
 ye Aforesd George Lewes & So Staked out by
 Sd Jury.

- 1: 59 Granted by ye Town to ye Undertakers of
 ye fulling Mill whose Names are Under written
 Eight or Ten acres of Land at Goodspeeds River
 for Ever provided they Set up a fulling Mill
 at Sd River & Maintain ye Same for twenty
 years & full and Dress ye Towns Cloth upon
 Reasonable Terms and price and ye benefit
 of ye Stream there for to full Cloth So Long
 as they keep up a fulling Mill there fit for
 ye Use Abovesd

Mr Samuel Allin	Thomas Huckens
Ensign Shobal Dimock	Melatiah Lothrop
Samel Hinkley Senr	John Goodspeed
John Otis	Joseph Crocker
Nathel Bacon	Elisha Pain.
Jeremiah Bacon	

At a Town Meeting May 29, 1689.
 James Pain, Samel Lewes, Eliezer Lewes, James

Lewes, John Phinny, Edward Coleman, John Crocker, Thomas Jenkins, Barnabas Lothrop, ye Son of Mr. Barnabas Lothrop, Thomas Fuller, Henry Cob, Thomas Allyn, Joseph Smith
Were admitted Towns Men.

The Town Voted that all ye Common Meddow belonging to ye Town be Divided to them whom of Right it doth belong.

At a Town Meeting ye 6 of August 1689 Thomas Dimock, Josiah Davis, Joseph Davis ye Son of Robert Davis, & Joshua Lumbart Jur were axcepted for Towns Men.

26 of August 1689 -- Elisha Pain & Jabez Fuller admitted Towns Men.

Ordered by ye Town that James Pain should have ye Marsh that was first Laid out to him which he had of his father Thomas Pain, and was In part of Satisfaction for ye windmill Set up In Barnstable by S^d Thomas Pain.

Granted by ye Town to Edward Tayler four acres of Upland adjoyning to his Land by his now Dwelling house for thirty Shillings In Money.
which S^d four acres of Land was Laid out to S^d Edward Tayler In December 1689 by Nathaniel Bacon & Jabez Lumbart appointed thereto by ye Town & brought in by them to be Recorded as followeth - bounded Southerly partly by his own Land formerly given to him by ye Town & partly by ye Commons & Easterly by ye Commons, Ranging Northwardly to a white Oak Tree Marked from thence to a Rock at ye North ward Corner from S^d Rock Ranging westerly to a white Oak Marked Bush at ye westward Corner from S^d Bush Ranging

Southerly to a Marked Red oak bush from
thence to another Marked Red oak Bush at ye
Southward Corner.

This above is a True Record as was given In
by S^d Nath^l Bacon & Jabez Lumbart
as Attest Joseph Lothrop Town Clerk.

The first of June 1688 at a Town Meeting
Granted by ye Town to Lieut. James Lewes
and Nath^l Bacon all ye Common Thatch goose
grass or sedge y^t grows upon ye flats below ye
Beech between ye Creek Commonly Called
Huckens his Creek & Stony Cove Creek Upon Condi=
tion they Maintain a Sufficient pound for ye
Towns Use; for So long time as they Shall So
Maintain S^d pound as Afores^d & for no Longer

To all people whom it May Concern Know
ye that whereas ye Town granted Unto us
Lieut. James Lewes & Nathaniel Bacon all ye
Common Thatch or goose grass y^t Grows upon
ye flats below ye beech between ye Creek Com=
monly Called Huckens his Creek & Stony Cove
Creek Upon Condition that we Maintain a
Sufficient pound for ye Towns use for so Long
time as S^d pound Shall be so Maintained and
no Longer as appears Upon Record above upon
Record bearing Date the 1st of June 1688.

1: 60 Since which time some others Desired to be par=
takers with us in ye Same grant upon ye Same
Condition we ye S^d James Lewes and Nath^l
Bacon have Therfore granted unto ye Several persons
hereafter named their Several parts or Shares
thereof; and their Several parts and Shares of S^d
pound fence which they are by themselves or
assigns to Maintain.

We ye S^d James Lewes & Nathaniel Bacon do ther=
fore grant by these presents unto George Lewes all
ye Common thatch or grass growing upon S^d flats

between John Gorhams bounds on ye East & two stakes on ye west Standing below ye Beech neer ye outside of S^d Thatch or grass & all ye Thatch or grass y^t Grows between two Stakes Standing Upon ye 2nd Great Island Running So far East=erly till it takes in ye next Island to ye East=ward of S^d Second great Island for so Long time as S^d George Lewes or his assigns Maintain ye west Side of S^d pound fence Substantially and no Longer.

We ye S^d James Lewes and Nathaniel Bacon have Also granted by these presents unto John Bacon all ye Common Thatch or grass that grows upon S^d flats from a place Commonly Called Jeremiah Bacons watering place from thence Ranging Easterly unto two Stakes Standing Upon ye Second great Island for So Long time as S^d John Bacon or his assigns Maintain ye North Side of S^d pound fence (Wanting two foot) substantially & no longer.

Also we ye S^d James Lewes and Nathaniel Bacon have granted by these presents Unto Jabez Lumbart all ye Common Thatch or Grass that grows Upon S^d flats between the two watering places from Lieut. Lewes his bounds on ye East beginning at a Stake Standing on ye Beech Ranging from S^d Stake North & by West unto ye Sea & Ranging westerly from S^d Stake to George Lewes his bounds on ye west and all ye Common Thatch or Grass that grows upon S^d flats from Nathaniel Bacons bounds on ye East to ye Governour Hinkleys bounds on ye West and all ye Common Thatch or grass y^t grows Upon S^d Flatts from George Lewes his bounds on ye East where are two Stakes Standing Neer ye out Side of ye Thatch below ye Beech Ranging Westerly to Jeremiah Bacons Bounds for so Long time as S^d Jabez Lumbart or his assigns Maintaines ye South

Side of Sd pound fence Substantially & no Longer=
er. & We ye Sd James Lewes & Nathaniel Bacon
have Likewise granted unto John Davis by these
presents all ye Common Thatch or grass that
Grows Upon Sd flatts that is below or against
ye Lands of Sd John Davis & ye Lands of
Samuel Serjeant Running ye Same Lines thru
ye Thatch or grass into ye Sea for So Long
time as Sd John Davis or his assigns Main=
tains ye Northward half of ye Eastward Side
of Sd pound fence Substantially & no Longer.

Reserving to ourselves ye Sd James Lewes
& Nathaniel Bacon as followeth -

The sd James Lewes with the Consent of ye
Sd Nathaniel Bacon Reserving to himself all
ye Common Thatch or grass that grows
Upon Sd flatts that Lies below or against
his own land from ye bounds of John Davis
his Lands on ye East to ye bounds of his
own Land on ye West and to Maintain ye
gate & gate posts of Sd pound.

and ye said Nathaniel Bacon with ye Consent of
Sd John Lewes Reserving to him self all ye
Common Thatch or grass that grows upon Sd
flatts that Lyes below or against his own
Land & Easterly to Jeremiah Bacons watering
place & to Maintain ye South ward half of
ye Eastward Side of Sd pound fence & so
home to ye Gate post of Sd pound fence

1: 61 To all people to whom it may Concern Jabez
Lumbart of ye Town of Barnstable In ye County
of Barnstable In New England Sendeth Greeting
Know ye that I the Sd Jabez Lumbart for and
In Consideration of ye Sum of five Shillings in
Money to me In hand at and before ye Sign=
ing hereof well and Truly paid by George Lewes
of Barnstable Afore Sd ye Receipt whereof I do
hereby acknowledge & My Self therewith Satisfied

Content & paid by these presents have granted unto ye S^d George Lewes all ye Common Thatch or grass that grows upon ye flatts between ye two watering places below ye Beech In ye Common field from Lieut James Lewes his bounds on ye East beginning at a Stake Standing on ye Beech Ranging from s^d Stake North & by West Into ye Sea & Ranging westerly from S^d Stake to George Lewes his bounds on ye west to him ye S^d George Lewes his heirs and assigns for So Long time as he ye S^d George Lewes his heirs or assigns Shall well and Sufficiently Maintain & keep ye westward Side of ye pound In S^d Barnstable Neer or adjoyning to ye Lands of Nath^l Bacon Deceas^d In good order and Repair & for no Longer time ye Above s^d Grant being part of That which was granted to me ye s^d Jabez Lumbart by Lieut Lewes & Nathaniel Bacon Deceas^d as will appear upon Record In Witness whereof I the S^d Jabez Lumbart have hereunto Set My hand this 6 Day of September 1693.

Feb 19, 1689/90

Voted by the Town to Choose a Committee of seven Men to Determine to whom of Right ye Commons are to be Divided to.

John Dimmock & Thomas Lumbart admitted Towns men.

At a Meeting of ye Interessers of ye Common field Feb 26 1689 Agreed upon that all ye fences belonging to S^d field be Made Up by ye sixteenth of March next .

At a Town Meeting March 26, 1690
Granted by ye Town to Edward Coleman Junior 25 acres of Land at ye South Sea between ye Hallets Land and Yarmoth Bounds Upon Condi=

tion he do his Utmost for ye Maintenance of his father and Mother & ye Rest of yr family.

and ye 3 of March 1690 Laid out to Edward Coleman Jur 25 acres of Upland at South Sea bounded by a Marked tree at ye Head of ye easternmost Cove next to Yarmoth bounds from S^d Marked Tree Ranging Northerly Into ye plain= es to a marked pine tree & from thence wester= ly to a Marked white Oak Bush & from thence Ranging Southerly to another white oak Bush Marked and so to a Red Oak Marked Bush from thence Down to ye salt water southerly bounded by ye Harbour at Yannows.

Given into be Recorded May 15 1690 by
Nathaniel Bacon, Jabez Lumbart.

Benjamin Davis propounded to be a Towns Man and by silence admitted thereto.

At a Town Meeting Octor 16 1690
Granted to Jabez Davis two acres of Upland at ye head of his fathers Land and S^d Jabez Davis ad= mitted Towns man

Granted by ye Town to Joshua Lumbart Senr ye Exchange of four acres of Upland that is to Say to Lay down that four acres of Land he bought of John Casly adjoyning to ye Lands of Capt. Lothhrop to ye Towns Commons In Lieu thereof to take up four acres of Land ad= joyning to his Land by his new Dwelling house

Granted by ye Town to Matthew Jones In Ex= change thirty acres of Land at the westward of John Dunhams neer Santuit & in Lieu thereof to Lay down his Land to ye Towns Use which he had at Cotuit which formerly was ye great Lot of Mr Bacon Deceas^d & if it does not appear that

S^d thirty acres granted as afores^d In ye Judgment of Mr Otis & Sam^el Hinkley Sen^r and ye Land Measurers to be better yⁿ ye S^d Land at Cotuit than S^d Jones to pay to ye Town So much Money as by S^d Otis, Hinkley & Land Measurers Shall be determined.

Granted to Joseph Bodfish In Exchange two acres of Land that is to Say to Lay down two acres of his Land at ye Upper End of his Lot to ye Town Commons & In Lieu thereof to take up two Acres of ye Towns Land at ye westward Side of his Lot adjoyning to his own Land

Ordered that Mr Bradfords Release by Record=
ed In ye County Records.

1: 62 the 11 of April 1690 was Laid out to Robert Shelly two acres and a Quarter of Land be it More or Less In ye Common field Lying at ye North End of ye Great Swamp bounded on ye West Side partly by Lieut James Lewes his Lands & partly by Sam^el Cob his Land & on ye North by ye Lands of Josiah Davis & Easterly by ye Lands of Joseph Hallet & ye Line between them hath a Saxefax bush at ye north ward Corner and at ye South Corner two Saxefrax Small Trees & a great Stone In ye Midst & on ye South is bounded by ye Indian Land that Caleb Lumbart Sold to Thomas Hinkley Jur. & was Laid out by ye Men appointed thereto by ye Town ye Date aboves^d & brought in to be Recorded by Nathaniel Bacon affirming it was then Laid out by him John Gorham & Jabez Lumbart & had been formerly Laid out by Ensign Bernard Lumbart one of ye old Land Measurers
Nathaniel Bacon.

As Evidence of ye Aboves^d Land brought in to be Recorded by good wife Shelly ye wife of ye

Above Sd Robert Shelly as followeth.

Bernard Lumbart aged about 82 years testifieth and Saith that about 20 years past Mr. Hinkley Mr. Bacon & Mr. Gorham being appointed In Barnstable by ye Court to dispose of Such Lands as was in ye Indians possession In Sd Town to Such persons of Sd Town as wanted Land to Improve or had need of it & to be proportioned to them by ye aforesd 3 men they paying ye purchase to the Indian Owners accordingly to what they had Laid out to them. My Brother Caleb Lumbart purchasing four acres of Land without order Lying on ye East Side of ye great Swamp So Called. they Saw Cause not to allow of his doing herin but Refused to Let him have any part thereof but in his absence they told my Mother Lumbart if Shee would accept of two acres of ye aforesd 4 Acres & Let goodman Shelly have ye other two Acres ye Sd Shelly paying his part of purchase then ye 4 Acres Should be Settled on them two otherwise My Mother Should have no part thereof but My Mother Seemed to be Discontented Mr. Bacon told her if Shee would not be Quiet Shee Should have none there, for he had no order to purchase it then My Mother Consented and agreed that Goodman Shelly Should have ye one half & according to agreement was Laid out by me two acres of Sd Land to Goodman Shelly on ye East Side of ye North End of Sd Great Swamp & also to My Knowledge goodman Shelly did pay My Mother Lumbart for Sd Land farther goodman Shelly having a Grant to purchase 3 acres of Totooes Neck. I Measuring ye Land found it a Quarter of an acre Short for that. It was agreed Upon that Shee Should have it added to her Land Lying at Sd Great Swamp.

Further This Deponent saith not Taken Upon oath ye 26 Day of March 1689

before Barnabas Lothrop Assist

Attest Joseph Lothrop Town Clerk

Compared Examined & Entered May 20 1689

The Evidence of Jabez Lumbart aged about 47 years testifieth and Saith that about 20 years past Mr. Hinkley Mr Bacon and Mr Gorham being appointed In Barnstable by ye Court to dispose of Such Lands as was in ye Indian possession In Sd Town to Such persons of Sd Town as wanted Land to Improve or had need of it & to be proportioned to them by ye Afore sd three men they paying ye purchase to the Indian owners according to what they had Laid out to them.

Caleb Lumbart purchasing 4 acres of Land of ye Indians Indirectly & without Leave of ye aforesd three men Lying on ye East side of ye great Swamp so Called they Saw Cause not to allow his so doing but Refused to Let him have any part thereof that is to Say Caleb Lumbart, but in his absence they Told his Mother if Shee would accept of two acres of ye aforesd 4 acres and Let goodman Shelly have ye other 2 acres ye Sd Shelly paying his part of ye purchase then ye Sd 4 acres of Land Should be Settled on them two otherwise good wife Lumbart Should have no part thereof Shee Consented and agreed that Good=man Shelly Should have ye one half and according to agreement was Laid out to good=man Shelly 2 Acres of ye aforesd Land x on ye

1: 63

East Side of ye North End of ye aforesd great Swamp. I being present with ye Land Measurer with Mr. Bacon & Mr. Gorham & also was an Eye Witness of goodman Shelly's pay=ing of ye purchase to goodwife Lumbart and farther saith not.

Taken upon Oath ye 5th of March 1689/90 before

Barnabas Lothrop Assistant

Attest Joseph Lothrop Town Clerk
Compared Examined & Entered May 20.

November 20 1690 Laid out to Joshua

Lumbart Senr four acres of Land Neer ye Shoal pond which was granted to him by ye Town In Exchange for four acres of Land which he bought of John Carsly bounded Easterly by Joseph Bearse his Land Northerly and Westerly by ye Commons, Southerly by ye Land he bought of Thomas Huckens with a Gore of S^d Land About half an acre that Runs Down to ye pond.

Given in to be Recorded ye Date afores^d

Under ye hands of ye Land Measurers

Jabez Lumbart, Nath^l Bacon
Attest Joseph Lothrop Town Clerk.

November 13 1690 Laid out to Jabez Davis two acres of Land Lying at ye head of his fathers Land bounded as followeth that is to Say Northerly by Lieut Lewes his Land Easterly & Southerly by ye Commons Westerly by his Fathers Land.

Given in to be Recorded ye Date afores^d Under ye hands of ye Land Measurers.

Jabez Lumbart Nathaniel Bacon

Granted by ye Town to Joseph Bodfish ye Exchange of two acres of Land that is to Say that ye S^d Joseph Bodfish Shall Lay down two acres of his Land at ye Upper End of his Lott to ye Town Commons & to take up in ye Room thereof two acres on ye westward side of his Lot adjoining to his own Lands which accordingly was by ye Land Measurers Laid out & bounded as it is brought In under yr hands & is as followeth in their own

words.

Laid out to Joseph Bodfish two acres of Land on ye westerly side of his Lot according to ye Towns Grant above his house and as it is now Staked out which is In Exchange for two acres at ye head of ye S^d Bodfishes Land to Lay down to ye Town Commons and accordingly Bound= ed out by Marked Trees This 28 of February 1690 by us appointed by ye Town.

John Gorham.

Nathaniel Bacon.

February 25, 1690/91 Voted by ye Town to Sell Some parcels of Land of ye Towns Commons to ye value of forty or fifty pounds In Money for Defreying ye Charge of Sending to England for a Charter and Nathaniel Bacon Lieut. James Lewes Capt. Lothrop Deacon Job Crocker Mr. John Otis Mr. Sam^l Hinkley Senior & Lieut. John Howland appointed & Impowered a Committee to Sell S^d Lands to them that will give ye most for them to effect ye End Afores^d

March 11, 1690-91 and Granted by ye Town to Thomas Massey four acres of Upland on ye East= ward Side of ye Cart way against ye fulling Mill to use and Improve for so Long time as s^d Massey Shall keep S^d fulling Mill and no Longer.

The Town by their Vote Confirmed their act made ye 25 of February 1690-91 about ye Sale of Lands to Raise Money to Send to England for ye procuring a Charter.

& Voted to Venture about thirty pounds for ye End Afores^d if there were Likely hood to Effect ye Same.

May 21, 1691 Samuel Annable, John Lewes,

Samuel Allen admitted Towns Men. &

Mr. Samuel Baker, Jonathan Crocker, Allin Nichols & Samuel Annable propounded for free men.

Sept^r 30, 1691 Ebenezer Lewes admitted Towns Man.

Octobr 28, 1692 Voted by ye Town yt ye Con= stable take a Convenient time to warn a Town Meeting to make Choice of a Committee to Determine who of Right ye Commons be= long to.

Decem. 22, 1692 Daniel Parker John Scuder admitted Towns Men.

Voted by ye Town that Mr Russell Shall have ye Land that was Laid out to him by ye Lands of Bartholomew Hamlin being three acres and a half.

- 1: 64 Melatiah Lothrop Thomas Huckens & Mr Otis Ordered by ye Town to View a piece of Land that Mr Russell will Inform them of & Make Report thereof to ye Town.

At a Town Meeting January 14 1691/2 warned for ye purpose.

It was Voted ye Town agree that ye Com= mon Meddow Should be divided to Such as have a Right thereunto according to their & Each of their Respective Right & Interest ther= in, and for that End do agree that seven Men be now Choose as a Committee to De= termine ye Same Viz. to whom and how much every mans Right is; and Such of ye Inhabitants as Judge themselves Injured by Such Determination they Shall have Lib= erty to Choose one Indifferent Man and ye S^d Committee another & they to Choose a third If they two agree not to make a final Deter=

mination of Such Right Claimed by them, or to have their Liberty to Try their title at Law ye S^d Committee to have Respect in their Determination to Common Equity & former orders of this Town as much as may be.

This above written was Voted a Clear Vote In ye affirmative & their was Chosen Governour Hinkley Capt. Goreham Mr. John Otis Sam^l Hinkley Sam^l Chipman Eleazer Crocker — Mr. Barnabas Lothrop & John Hinkley had Each of them thirteen votes a piece so that ye two Last Men had an equal vote. Then it was Demanded If there were none that had not voted; at Last there did appear two Men that had not voted as was said which when they had voted there fell two votes more to John Hinkley So with them two votes he had fifteen votes.

John Lothrop son of Mr. Barnabas Lothrop Thomas Blossom James Hamlin Robert Claghorn, Eleazer Hamlin, Stephen Dexter Shobal Goreham Phillip Dexter & Thomas Parker admitted Towns Men.

Att a Town Meeting February 4th 1691/2 Voted by ye Town to Choose a new Committee of nine Men & they or ye Major part of them to Determine who have Right In ye Common Marsh or Meddow of this Town & what and how Much Shall be each Mans Just Right therin according to ye former Order that ye Committee of seven Men were to do. bearing Date Jan^y 14 1691/2.

The Men Chosen for ye New Committee their names are as followeth viz - Governour Hinckley, Ensign Shobal Dimock, Capt. John Goreham, Sam^l Hinkley Sen. Melatiah Lothrop, Mr Barnabas Lothrop,

Mr. John Otis, & Lieut James Lewes
 & In ye Choise of Sd Committee There was
 Lieut. John Howland Edward Lewes & Eliezer
 Crocker That had an equal vote being Just
 26 votes apiece & the Town voted them all to
 Joyn with ye eight Men before named to Make
 Up sd Committee & so all the Eleven Men a=
 bove Mentioned to act as a Committee to ac=
 complish ye Ends aforesd

The Town by their vote Impowered Governour
 Hinkley Mr. Barnabas Lothrop Lieut. James Lewes
 John Davis Senr & Jabez Lumbart they or any
 three of them to Settle ye bounds between ye
 Lands of This Town & the Lands ye Halletts
 have In this Town & between ye Lands of this
 Town & ye Lands of Samuel Stores.

Bernard Lumbart Joseph Phinny Jedediah
 Lumbart Ralp Jones & Jonathan Linnel ad=
 mitted Towns Men.

At a Town Meeting March 4, 1691/2
 Isaac Tayler Matthew Jones John Dunham
 John Issum Shobal Goreham admitted
 Towns Men.

Voted by ye Town to Chuse 4 Men to
 bound ye Meddows of those Men that Border
 Upon and is adjoyning to ye Common
 Meddows of the Town.

The Men Chosen therto by ye Town are as
 followeth—Capt John Goreham Eliezer Crocker En=
 sign Shobal Dimock & Jabez Lumbart they or
 any three of ym.

The Town Voted yt ye Marsh they had
 Granted to Mr. Hinkley to have ye use of till ye
 Town Sees Cause to order it otherways bearing

date ye 25 of April 1659 to Return again to ye Town & lye as other Common Marshes do until ye Town do otherwise dispose thereof.

- 1: 65 Voted by ye Town to Exchange Some of ye Towns Commons with Samuel Stores for Some of his Land.

Voted by ye Town That Josias Davis & henry Cob or any body else Should have Liberty to purchase Lands of ye Indians In ye Common field.

At a Town Meeting April 6 1692 John Jenkins accepted Towns Man.

At a Town Meeting June 1, 1692 The Town Voted to Sell John Phinny Jur. an acre of Land adjoyning to ye Land he bought of ye Town before at ye Same price per acre as that was for his Convenience In building but Several persons did protest against it & much Unsatisfied about.

It was put to vote for Mr. Russel and Bartholomew Hamlin to have three acres of Land by ye Land of Allin Nichols but very few hands lift up & ye Contrary vote being Called No hands Lift up as I saw.

The Town Made Choice of Samuel Hinkley Senr. Eliezer Crocker John Otis & Cap. Goreham to order ye Taking up of Common Land for Eight year & then to Lay it down again.

An Indian Called Black Daniel by ye vote of ye Town hath Liberty granted to him to Sell his Land to any of ye Inhabitants of this Town.

At a Town Meeting March 23, 1692/3

Granted by ye Town to Thomas Massey an acre and half of Upland Ground on ye Wester side of ye Herring River Neer ye fulling Mill for fifteen Shillings In Money but no ways to Damnify ye Stream.

Mr. Hinkley Lieut John Howland and Eliezer Crocker Chosen and Impowered by ye Town to Run ye Line between us and ye Indians or any two of them & to be paid out of ye above sd fifteen Shillings for ye paines & time therein Expended.

Eleazer Crocker Chosen and Impowered by ye Town to be a Land Measurer to Lay out Land In ye Room of Nathaniel Bacon Deceasd.

The Acre and half of Land above granted to Thomas Massey by ye Town was ye 28th of April 1693 Laid out to him Lying a Little below ye fulling Mill bounded Easterly & Southerly by ye Herring Brook & Westerly by ye Commons by two pine trees Marked & Northerly by ye acre of Land Laid out to ye fulling Mill formerly by me

Jabez Lumbart Land Measurer.

John Gorham assented

Given in under yr hands as abovesd.

the 9 of May 1693 Received of ye above sd Thomas Massey fifteen Shillings In Money for ye Towns Use being in full pay for ye above Sd Acre and a half of Land Sold to him by ye Town. I say Recd

by Me Joseph Lothrop as abovesd

At a Meeting of ye Free holders June 28 1693 It was Voted by ye Town that James Hamlin Shall have his Lot Lying by Mr Thomas Hinkleys Land at ye pond Called formerly Coggins pond

to Run down to and but upon Sd pond.

At a Town meeting Octor 25 1693
Voted yt ye old Committee Meet together to perfect what they have begun about ye Division of ye Common Marsh.

At a Town Meeting March 23 1692/3
Mr. Barnabas Lothrop Capt. Lothrop James Gorham Ensign Shobal Dimock & Lieut. James Lewes were Chosen by ye Town to Manage ye affairs of ye Common field Respecting Such orders as may Conduce to ye Common good of ye proprietors thereof.

Orders made Respecting ye Common field March 1692/3 by those Men whose Names are Upon Record bearing date March 23 1692/3 & were April 4 1693 presented to ye Justices In Quarter sessions & by them Confirmed and approved of and Sd Orders are as followeth

Attes Joseph Lothrop Clerk.

- 1: 66 Ordered that all ye fences gates and bars belonging to ye Common field as hath been accustomed & as by Record May be Made appear to belong thereto Shall be Made good and Substantial four foot and an half high by ye possessors of ye Lands Lying & being within Sd field according to ye proportion & quantity of ye Lands they therein possess according as Sd fence was proportioned to Sd Land by Capt John Gorham Nathel Bacon Jabez Lumbart & Capt. Joseph Lothrop in ye year 1686 being under oath for ye performance of ye Same According to ye best of their Skill Cunning and Under Standing being ordered therto by ye five Men appointed by ye Town to Manage ye Affairs of Sd field, whose Names are Upon Record In ye

Town Book.

It is farther Ordered that all ye Sd fence belong=
ing to Sd field be Made up by ye 10th Day of
March annually Maintained and kept In
good Repair from ye Sd 10 Day of March Unto
ye 15 Day of Octor next Ensuing Annually
year after year till it be otherwise ordered
by ye Major part of ye proprietors of Sd
Land as abovesaid

Ordered that all kind of Beast or Swine
of what kind or Nature So ever they be Let in
turned in or Come in to Sd field before Sd
fifteenth Day of October yearly Shall be as
Lyable to be Impounded & ye owner of Sd Beast
or beasts or Swine to pay Damages as in any
time of ye year whatsoever although it be
but a Day before Said fifteenth Day of October.

& it is Likewise ordered that no person or per=
sons whatsoever Shall Bait any kind of
Beast or Cattle in Sd field Except Working
Cattle or Beast from ye aforesd 10 Day of
March Untill ye Sd fifteenth Day of Octor
yearly under ye penalty of twelve]x x x] for
Every Beast for Every time So Baited and all
working Cattle as aforesd Shall be under
ye hands of a Sufficient keeper or Inclos=
ure or otherwise be as Lyable to be Impound=
ed as any other Cattle whatsoever allways
provided that they which Bait working Cattle
as aforesd Shall Bait them up on their own
Land or ye Commons.

Ordered that there Shall be annually three
men Chosen of ye proprietors of ye Land in
Sd field to Serve as haywards for ye year
following whose office Shall be to view Sd
fences belonging to Sd field as well as ye fences

within Sd field made about pasture Land as
 as any other fences whatsoever belonging to Sd
 field, and take ye penalty for Defects accord=
 ing to what Creatures are kept In Sd pastures
 as ye head fences & Shall take ye penalty of
 all other transgressions relating to Sd field &
 Sd Hay wards Shall See that all ye Orders Re=
 specting ye Sd field be duly Executed, and
 Shall gather all ye fines for Breaches of Sd
 orders or any of them and shall Impound
 any Mans Creatures that Shall Transgress
 by being found in Sd field at any time
 between Sd tenth Day of March and fifteenth
 day of October annually: and as often as
 need shall Require Shall pass along by Sd
 fence from one End to ye other End of Sd
 field & take notice of ye Defects of Sd fence &
 warn ye owners thereof to Repair and Amend
 ye Same Substantially forthwith they having
 Sufficient time allowed for ye Repairing of
 ye Same & if not amended as it ought to be
 then to fine ye Same for every Defective Rod
 of fence two Shillings & six pence & for Every
 hole in Sd fence where a hog or other Beast
 may Creep in at Twelve pence and Sd Hay
 wards Shall keep an Exact account of ye Sev=
 eral Defects in Sd fences with ye Respective
 fines thereto annexed, & by them Shall be
 brought into ye five men, for ye time being
 that are appointed or Shall be appointed to
 manage ye affairs of Sd field, with ye time
 when and ye place where as neer as May
 be with ye Respective Names of ye persons
 therein Defective & how much their Defects
 amount to & Sd fines not being paid Unto
 ye haywards for ye time being Upon their
 Demands by ye owners of Such Defective fence
 or not agreeing with them about ye same
 that then Sd fines Shall be Levied by distress

upon Such Delinquents goods or Chattells by a warrant from a Justice of ye peace & Sd Haywards to Receive for their pains and Trouble therein [x x x] Shillings a piece to be paid unto them out of ye fines and if that falls Short of Sd Sum ye Rest to be paid by ye proprietors of ye Land in Sd field by Rate according to w^t Land Each proprietor possesses in Sd field.

It is farther Ordered that it Shall and May be Lawful for any of ye proprietors of ye lands In Sd field to Impound any Mans Beast or Cattle that May be found Trespassing In Sd field as aforesd

and that whosoever Shall willfully or Carelessly leave open any gates or Bars Leading into Sd field between Sd tenth Day of March & fifteenth Day of October annually Shall forfeit ten Shillings.

1: 67

The Lands of John Dunham

by ye Towns order ye 18 of February 1685 they Laid out to John Dunham 30 acres of Land Lying by ye Herring Brook bounded on ye East by goodspeeds old Cartway that goeth from Ebenezer goodspeeds house to ye place where ye old house of ye Sd Goodspeed was by ye Salt Marsh, bounded on ye South and West by ye Cove & River and on ye North by ye Commons

2 Also a piece of Meddow Lying between the Little pond & Santuit pond and a piece that Lyeth on ye west side of ye Herring Brook both Containing about three acres; ye Sd Meddow he saith he bought of Thomas Boreman and all ye abovesd Land and Meddow Laid out by ye Land Measurers as appeared by a paper Under their hands and accordingly Recorded - Thomas Lothrop Bernard Lumbart.

The 10 Day of April 1689

Laid out to John Dunham by ye Men Under=
named as they Gave it in Under yr hands
thirty Acres of Land be it More or Less Lying
at Oyster head River bounded westerly by ye
Herring River Southerly by ye Marsh of John
Lovel Senr Easterly by a Marked Red oak Tree
and a Walnut tree & a pine tree & by John
Goodspeeds Cartway to his Marsh to a Marked
Red Oak Tree Northerly by ye Commons with
three Marked white Oak trees & a pine Tree Mark=
ed Running sixty five Rods one way & sixty
Rods another way with a Little Strip of Land
Into it.

Jabez Lumbart , Nathaniel Bacon

These presents Witnesseth That I Thomas
Hinkley for Divers good Considerations Me
Moving; have for Me My heirs and Assigns
taken of from James Hamlin jur that ten
Rod of General fence allotted to Sd James
Hamlin Lying from ye Calves pasture gate
downward against ye yard & Lot of Me ye Sd
Thomas Hinkley by ye High way Side So as
to Maintain Sd fence from Time to time for
ever without any farther Cost or Charge to
ye Sd James Hamlin. In Witness whereof I
have hereunto Set My hand this 27 of December
1688 with Liberty hereby granted to Record
these presents In ye Town Book of Barnstable

Thomas Hinkley

Truly Recorded out of ye original and Entered
ye Day and Date above written.

as attest Joseph Lothrop
Town Clerk

In July 1690 Laid out to Josiah Crocker by
ye Men Under named as they gave it in un=
der their hands to be Recorded as followeth
that is to Say

one Lot of Land Lying at Cotuit Neck which was formerly ye Lot of John Hall Senr Contain=
ing 40 acres and one Lot more Lying at Sd Cotuit Neck which was formerly ye Lot of Thomas Blossom & Peter Blossom Containing 30 acres bounded as followeth beginning at ye South west Corner at a pine Stump Marked & So Ranging Easterly to a Stake at ye Corner of a Ditch fence & So Ranging Northerly by a Mark=
ed pine tree and a Swamp and to a white oak Marked tree & So Ranging Westward to a Marked white oak tree and a pine tree Stand=
ing together & so Ranging Southerly by ye River to a Marked pine tree & so to ye mark=
ed pine Stump at Sd South west Corner.

Jabez Lumbart, Nath^el Bacon.

March 20, 1690,91 Laid out to Thomas Massey by ye Men hereunder Named as they Gave it in under their hands to be Recorded by Virtue of ye Town grant bearing Date ye 11 of March 1690,91 four acres of Land on ye Eastward Side of ye fulling Mill River bounded Northerly & Eastwardly & Southwardly and Westwardly by ye Towns Commons Running 26 Rods In Length & 25 Rods In Breadth and at three Cor=
ners thereof Marked with pine Trees & one Corner with a Stake & a Marked Red Oak Tree. Nath Bacon, Jabez Lumbart.

- 1: 68 The 27 of February 1690,91 Laid out to Joseph Jenkins by ye Men Under named as they gave it in under their hands to be Recorded which was sold to him by ye Committee Appointed by the Town to Sell Some parcels of Land of ye Towns Commons bearing Date ye 25 of February 1690,91 for ye Defreying ye Charge of Sending to England for a Charter. Sd Land Sold as afores^d Contains seven acres and an half and is bounded as

followeth Westerly by ye Lands of S^d Joseph Jenkins & Southerly by ye Towns Commons beginning at a white oak Stump neer ye head of S^d Jenkins his fence. Running Easterly by and neer an old Cartway to a Marked Red oak tree & So to a Brook where is a white oak tree Marked below the New Bridge & Easterly by a Swamp which one half of it was sold to S^d Jenkins at S^d time & below ye Swamp by ye Brook & Northerly by ye Land that S^d Jenkins did possess & now Doth possess.

John Gorham.

Nath Bacon.

John Otis.

For and In Consideration of S^d Land Sold as aboves^d S^d Jenkins paid to Constable Otis ye 2nd Day of March 1690,91 as S^d Jenkins Says.

This 17 of March 1690,91 Laid out to John Phinny Jur by the Men here under Named as they gave it under ye hands to be Recorded ten acres of Upland which was Sold to S^d Phinny by ye Committee appointed & Impowered by ye Town as it May and Doth appear Upon Record bearing Date ye 25 of Feb 1690,91 to make Sale of some parcels of ye Towns Commons Land for ye Raising of Money towards ye procuring of a Charter, which ten acres of Land Lyeth on ye Easterly side of a pond Commonly Called Coopers pond and bounded westerly by S^d pond & Southerly by ye Towns Commons & Runs Easterly to a marked Red oak Sappling neer ye Cartway Called Thompsons Cartway & Northerly & Easterly by ye Towns Commons bounded and Staked out ye Day aboves^d by us.

John Gorham, Nath Bacon.

For and in Consideration of Sd Land Sold as
 abovesd Sd Phinny paid five pounds In Mon=
 ey to Capt. Lothrop for ye Towns Use as Abovesd

Attest Joseph Lothrop, Town Clerk.

April 1, 1691 Laid out to Josiah Davis by ye
 Men here under named as they gave it in Un=
 der their hands to be Recorded five Acres of Up=
 land of ye Towns Commons at ye head of
 James Gorehams farm; which was sold by Sd
 Davis by ye Committee appointed and Impow=
 ered by ye Town as it May and doth appear
 on Record bearing date ye 25 of February 1690,91
 to Make Sale of Some parcels of ye Towns Com=
 mons for ye Raising of Money Towards ye
 procuring of a Charter which Sd five acres
 is bounded as followeth Northerly by
 James Gorhams Land Easterly and Southerly by
 ye Towns Common by Marked trees at ye head and
 A Stake at ye Southeast Corner & Westerly by ye Towns
 Common by a marked Black oak Tree at ye North=
 west Corner above ye Dead Swamp so Called by
 us. John Gorham, Nathel Bacon.

In Consideration where of Sd Josiah Davis paid
 ye Sum of four pounds In Money for ye Towns
 Use pr Joseph Lothrop, Town Clerk.

Laid out to Daniel Parker by ye Men here
 under named ye 3rd Day of March 1691
 Nine acres of Upland of ye Town Common
 Land which was Sold to Sd parker by ye Com=
 mittee of Barnstable appointed by ye Town to Sell
 Some of their Common Land to procure Moneys
 to be Improved to obtain a Charter as may
 appear upon Record bearing Date ye 25 of Feb
 1690,91 and also half a Swamp Sold to Sd Parker
 by Sd Committee at ye Same time Joyning to
 Joseph Jenkins his Swamp; which nine acres of
 Upland is bounded as followeth on ye North

End Bounded by ye head of Sd parkers Land & Easterly by Mr. Same^e Bakers Line & southerly by marked trees one a Little Distance from Sd Bakers Line Ranging westerly below a Cartway to a Red oak bush marked below Sd way & from thence to a marked maple in ye Edge of ye Swamp below ye New Bridge So Called & westerly by ye aforesd Swamp between Sd parker and Jenkins and by ye Lower End by ye Brook that Runs out of ye Swamp

by us ye Date Above^d

John Gorham Nath Bacon.

In Consideration whereof Sd Daniel Parker paid ye Sum of five pounds & 18^s in Money for ye Towns Use

pr Joseph Lothrop Town Clerk.

1: 69 The first of April 1691 Laid out to George Lewes by ye Men here under named as they gave it in under their hands to be Recorded. twelve acres of Upland on ye Easterly Side of ye half-way pond which was Sold to Sd Lewes by ye Committee appointed and Impowered by ye Town as it May and doth appear Upon Record bearing date ye 25 of February 1690,91 to make Sale of Some parcels of ye Towns Commons for ye Raising of Money towards procuring of a Charter. which said twelve acres of Upland is bounded and Laid out between ye half way pond and Yarmoth Line at ye head of ye Crooked pond & bounded out by Marked Trees and Stakes by us ye Date above^d

John Gorham , Nath Bacon.

In Consideration whereof sd George Lewes for Sd Land paid ye Sum of five pounds in Money for ye Towns Use. Pr Joseph Lothrop Town Clerk.

This 20 Day of March 1690,91 Laid out by ye Men here under named to James pain about 60 Rods

of Upland Lying neer ye windmill which was
 Sold to S^d Pain by ye Committee appointed and Im=
 powered by ye Town as it May and Doth appear Up=
 on Record bearing Date ye 25 of February 1690,91 to Make
 Sale of Some parcels of ye Towns Commons for the
 Raising of Money towards ye procuring of a Charter
 which S^d 60 Rods of Land is bounded as followeth
 Northerly by ye lands of Samuel Annable Eastwardly
 by ye Commons Southerly by ye highway Westwardly
 by ye lands of Thomas & James Pain

Nathel Bacon Jabez Lumbart

In Consideration whereof S^d James pain for S^d Land
 paid the sum of twelve Shillings in Money for the
 Towns Use pr Joseph Lothrop Town Clerk.

This 17 of March 1690,91 Laid out to Jabez Davis by ye
 Men here under named as they gave it in under
 their hands to be Recorded three acres of Upland which
 was Sold to ye S^d Jabez Davis by ye Committee ap=
 pointed and Impowered by ye Town to sell Some par=
 cels of ye Towns Commons for ye Raising of Money
 for procuring a Charter as it May and doth appear
 upon Record bearing date ye 25 of February 1690,91 & is
 bounded as followeth on ye northeast bounded by ye
 Land of S^d Davis formerly granted to him by ye Town &
 ye Southeast, Southwest & Northwest sides bounded by ye
 Towns Commons and Staked out by us ye Day above S^d

John Gorham, Nath Bacon.

In Consideration whereof S^d Jabez Davis for S^d Land
 paid ye Sum of thirty Shillings In Money for ye Towns
 use - pr Joseph Lothrop Town Clerk.

This 17 of March 1690,91 Laid out to John Davis Jur by
 ye Men here under named as they gave it in under
 their hands to be Recorded Nine acres of Upland which
 was Sold to ye S^d John Davis by ye Committee appoint=
 ed & Impowered by ye Town to Sell Some parcels of ye
 Towns Commons for ye Raising of Money for ye procuring
 of a Charter from England as it May and doth appear

Upon Record bearing date ye 25 of February 1690,91 six acres of Sd Nine acres Laid out at a Distance of of Sd Davis s Land above ye head of it on an hill & Lyeth Square and bounded out by Stakes & ye other three Acres Laid out adjoining to ye upland of Sd Davis that he had formerly of ye Town on ye west side and South End thereof bounded and Staked out by us ye Day abovesd

John Gorham, Nath Bacon

In Consideration whereof Sd John Davis for Sd Land paid ye Sum of five pounds In Money for ye Towns Use

pr Joseph Lothrop Town Clerk.

by Jonathan Crocker brought in to be Recorded under ye hands of ye Land Measurers March 5 1693,4 & is as followeth Measured out to Jonathan Crocker this 29 of May 1693 a piece of Land and Swamp which he bought of ye Town of Barnstable for three acres Lying at ye Northerly Corner of Sd Crockers Land for which Sd three acres Sd Crocker paid fifty Shillings Silver Money being bounded as followeth upon ye Northeast by a fresh brook & westerly by ye highway and ye Southeast Side by a Little Run thro a Swamp which parted his former Land from this New purchase which Runs up to ye South west upon an angle to ye highway within Sd Bounds upon Strict Measure we find three acres and 40 Rods by us ye Date above John Goreham, Jabez Lumbert - Land Measurers

This Abovesd three acres of Land was Sold when ye other Lands was Sold for Money to procure a Charter.

Attest Joseph Lothrop Town Clerk

1: 70

be it known unto all Men by these presents that we Thomas Ewer and John Jenkins both of Barnstable In ye County of Barnstable of their Majesties province of ye Massachusetts Bay in New England husbandmen do Covenant & grant to and with Each other as followeth Viz.- I the Sd Thomas Ewer do grant unto ye Sd John Jenkins to his heirs and assigns for Ever free Egress & Regress In a good Sufficient way for Carts horses and foot from the highway down by My now Dwelling house Unto ye great Creek that is to Say over my Upland down to my Marsh where ye way has been In times past & by My Self & Sd Jenkins or where it may be most

[Convenient for Sd

Jenkins & Least prejudicial unto me & over My Marsh from S^d Upland to S^d great Creek which is to Lay on ye westward Side of the Ditch that parts My Marsh & ye Marsh of S^d Jenkins & Upon Consideration that I the S^d Thomas Ewer have granted ye S^d way to ye S^d John Jenkins to his heirs and assigns for Ever ye S^d John Jenkins does Release to ye S^d Thomas Ewer ye way formerly granted by Mr. Abraham Blish as may more fully appear In a Deed unto S^d Jenkins from Mr Hinkley bearing Date 1692 & upon ye afores^d Consideration I the S^d John Jenkins do grant to S^d Ewer to his heirs and assigns for Ever free Egress and Regress In ye full width of a way for a Cart Conveniently to pass over My Marsh that is to Say from ye Easterly Lot of S^d Ewers Marsh from ye westerly Corner of it to ye Nearest part of S^d Ewers Upland; and also we S^d Ewer and Jenkins do agree for Ever to keep and Shut up all Such Necessary gates or Bars as Either of us May have Occassion for in either of S^d ways & we, ye S^d Ewer & Jenkins do farther Covenant and agree Each for our Selves our heirs and assigns for Ever to Make and Maintain a good Sufficient Cart Bridge of Suitable width for Each of our Conveniencys Viz - ye S^d Jenkins is to make one third part of what Bridge is yet Necessary to be made and to be at a Third part of ye Charges of Removing or Mending what is already Made and said Ewer is to Maintain ye other two thirds & Make ye other two thirds of what is yet to Make if Mr Edward Tayler his heirs or assigns Improve S^d way with us, & when said Tayler his heirs and assigns shall cease to Improve S^d way any longer with S^d Ewer & Jenkins ye S^d Jenkins is to Make and Maintain ye one half of S^d Bridge & S^d Ewer ye other half of S^d Bridge Upon

Consideration that all ye above S^d granted and agreed on premises are probable to be for our good and ye Good of ours we the S^d Thomas Ewer and John Jenkins According to ye True Intent of these presents do bind & firmly Oblidge each of our Selves Each of our heirs Executors and administrators or assigns for Ever firmly by these presents this twenty first Day of June Anno Domini one thousand six hundred and ninety four.

The Mark x of Thomas Ewer seal
of John Jenkins seal

Signed Sealed & Delivered to be Committed to Record In ye presence of Job Crocker

The Mark x of Hannah Crocker
Examined and Duely Compared with ye Original & Entered Feb. 2 1694,5.

Attest Joseph Lothrop Town Clerk

ye 6 of March 1694,5 by Jabez Lumbart one of ye Land Measurers and Matthew Jones brought in to be Recorded a parcel or Tract of Land Containing thirty acres be it More or Less; & was Laid out unto S^d Matthew Jones by S^d Jabez Lumbart & Nathaniel Bacon Deceased another of ye Land Measurers.

In October 1690 as is Testified by S^d Jabez Lumbart S^d parcel or tract of Land was granted by ye Town Unto S^d Jones In Exchange as May appear by ye Town grant bearing date ye 16 Day of Octobr 1690 & is bounded as followeth Southerly by a pond Easterly by John Dunhams fresh Meddow Northerly by ye Commons Ranging from a Stake Westerly to a white Oak Bush Marked Standing by ye highway side.

All which S^d Boundes by S^d Jabez Lumbart are affirmed to be True & from ye Aboves^d Bush Ranging Southerly as now ye fence Stands to ye pond affirmed also to be True — Jabez

Lumbart by Sd Jabez Lumbart
as attest Joseph Lothrop Town Clerk

1: 71 These presents witnesseth that we Shobal Jones
and John Jones do here by manifest our free
and voluntary Consent approbation and al=
lowance that all those of our neighbours that
now Doth or that hereafter Shall Inhabit on
and about Scorton Neck in ye Township of
Sandwich within ye County of Barnstable In
New England Shall have ye use and Benefit
of a Cart way over into Scorton Neck where it
hath for many years past been accustomed
to pass over ye marsh & Causey [*] near to ye Now
Dwelling house of Jedediah Jones and that it
shall be free for all Such of our Sd Neighbours
to pass over and Improve Sd way on to & from
ye Sd Neck for Ever hereafter without any hind=
rance Molestation or Disturbance of us or any
of us our any other of our heirs Executors
administrators or assigns provided that
Such as Shall so Improve and Make Use
of Sd way Shall from time to time help
to keep up ye bridge & Causway & a pr of
Gates in good Repair as these May be need of
and on necessity May Call for ye repairing there=
of In Witness whereof we have hereunto set our
hands this 31 Day of March Anno Domini 1696

Shobal I Jones his Mark

John O Jones his Mark

In presence of Frances Backhouse Joseph
Holway.

Examined & Duly Compared with ye original &
Entered April ye first 1696.

Attest Joseph Lothrop Town Clerk

the bounds of John Annables Land
4 of July 1696 Laid out by ye Land Measurers
as it was given in under their hands to be

[* causway ?]



Recorded by ye Land Measurers whose names
are under written then was Laid out to John
Annable 7 Acres of Land and Some Rods
More or Less In Exchange for so much that
he Laid down to ye Towns Commons bound=
ed as followeth. Easterly from a Little high
Rock neer Edward Taylers Bars Ranging
Northerly to a Rock Upon a Strait Line to ye
kings highway Leaving Large Room to Sd
highway Northerly by ye kings highway
Westerly and Southerly by ye Lands of Sd
John Annable & Edward Taylers with a nar=
row point pointing Upon ye pond

John Goreham, Jabez Lumbart.
as Attest Samel Allen Town Clerk

The bounds of ye Land John Annable
Laid down to ye Towns Commons by way of
Exchange of about 8 acres of Land with ye
Town bounded Easterly by ye pond Called
Annables pond Extending Northerly So far to
a narrow place between Sd pond and a
Swamp at a Black oak Marked by ye pond
and a white oak tree Marked at ye Edge of
ye swamp which is ye Northerly bounds,
Westerly by ye Lands of John Annable from
ye Sd White Oak Tree Upon a Strait Line
to a white oak tree Marked Standing in
ye Corner of ye fence thence Ranging up
to Sd Annables head bounds Upon a Strait
Line to ye Commons. given in by ye Land
Measurers under ye hands to be Committ=
ed unto Record ye 4 Day of July 1696

John Goreham Jabez Lumbart
As Attest Samel Allyn Town Clerk

Know all Men by this present Record
that I Samel Annable of this Town do ac=
knowledge that I have Received of James

Pain of this Town five pounds of Currant Money Upon ye account of this Town ye Receipt thereof I the Sd Annable do own My Self fully Satisfied and paid for yt parcel of Land that ye now Dwelling house and Shop of ye above Sd Pain doth Stand on which hath Lately been in Controversy between ye above Sd Annable and This town which Land is bounded Southerly by ye high way westerly as ye Land was bounded to Mr Thomas Pain of Eastham upon account of his Setting Up a Windmill In this Town and Northerly partly by a Stone Ditch at ye head of Sd Annables Land & partly by sd James pains Land & Easterly by a Stone Wall Ranging betwixt Sd Annable and Sd pains Lands & by these presents I the abovesd Same^e Annable do Release Unto and give up all My Right and Interest in ye above Mentioned parcel of Land unto this Town from Me and My heirs Unto this Town for Ever as Witness my hand and Seal this 25 of January In ye 3rd year of his Maj: Reign Anno Dom: 1704/5
 Samuel Annable  a Seal
 as Witness Samuel Allyn jur. ye Mark of  Jonathan Fish.

ye above Sd Record was brought to Record by ye Sd Annable and pain and accordingly Recorded as Attest Samuel Allyn Town Clerk

Barnstable SS on ye 8 of March 1704,5 ye above named Same^e Annable personally appeared before me ye Subscriber one of her Majesties Justices of ye peace for ye County aforesd & acknowledged ye above written Instrument to be his act and Deed. Jno Otis

Ita Attest David Crocker Town Clerk.

1: 72 Whereas there was Some Difference betwixt Mr John Lothrop & Same^e Annable Concerning ye

Dividing Line betwixt their Lands &c & It being Left to Esqr Lothrop & Same^e Allyn Senr to Settle S^d Bounds betwixt them ye bounds thereof are accordingly Settled S^d Lothrop and Annable being present unto yr Mutual Satisfaction and Content as followeth that is to Say Running from ye Kings Road or high way ye Southerly bounds from a Stake at ye head Standing at ye End of a Stone Ditch & thence Ranging Northerly on a Strait Line Marked and Set out by Stakes betwixt them to a walnut tree Marked & so Strait to a Stake Set in ye Marsh with a Stone Set at ye foot thereof.

This is Truly Recorded as it was agreed and Concluded by ye parties Above Mentioned 22 Day of Feb 1705/6

as Attest Same^e Allyn Town Clerk.

Agreed and Concluded betwixt John Bacon and Thomas Allyn Concerning ye westward Bounds of S^d Bacon & ye Eastward Bounds of S^d Allyn that it Shall be a Small Creek Running from ye Great Creek Called Wells Creek northward as S^d Creek Runs untill it Come to ye bounds betwixt S^d Bacon & Same^e Allyn Senr of their Marsh at Sandy Neck. as Witness their hands this 13 of August 1696

John Bacon.

as attest Same^e Allyn, Thomas Allyn
Town Clerk.

The Division of a piece of Marsh that Lay in partnership betwixt Same^e Allyn Senr & John Bacon S^d Marsh Lying at Sandy Neck S^d Bacon his Division is ye Lower part of S^d Marsh Bounded Southerly by ye Main Creek Commonly Called Wells his Creek & northerly by three Stakes one Standing by a Small Salt pond neer ye bound Creek betwixt Mr. Barnbas Lothrop

& Sd Bacon thence Ranging to another Stake,
 westerly by a Salt pond & from thence Westerly
 to another Stake which is the bounds betwixt
 them Sd Allyn having ye upper part of Sd
 Marsh bounded Northerly by ye Sand hills
 & Southerly by ye three Stakes and salt pond
 before Mentioned. as Witness our hands ye
 13 August 1696.

Samel Allyn.

John Bacon.

Witness Thomas Allyn, David Loring
 as Attest Samel Allyn Town Clerk.

At a Town Meeting ye 2nd of March 1698
 Then granted to Deacon Job Crocker that par=
 cel of Upland Lying and being at ye head of
 his Land between his Sd Land & ye Road way
 which Contains About two acres more or Less
 for and in Consideration he Sd Crocker Lays
 down to ye Town two Acres of Upland Lying
 at ye head of John Phinneys Lot on ye
 South Side of ye Highway

Mutually agreed between Mr. Jonathan
 Russel and James Allyn that we ye Sd
 parties Shall Make and Maintain ye one
 ye one half of ye fence as It now Stands
 that is to Say ye Sd James Allyn is to make
 and Maintain for Ever from or against ye
 Bars that Lead Into Benjamin Lumbarts
 Land as ye fence now Stands up to a Run y^t
 Runs out of a Swamp to a Cedar post Mark=
 ed R & ye Sd Jonathan Russel to Make and
 Maintain for Ever from thence Southerly ye
 fence up to or against Sd Allyn's Barn Sd
 Russel disclaiming any priviledge of ye
 Herbage of ye Lane Adjoyning To ye faithful
 performance whereof we Bind our Selves our
 heirs and assigns. as Witness our hands
 this 2nd Day of May 1717.

Jonathan Russel
 James Allyn

This above sd is Recorded as it was Mutually
agreed & given In by ye parties above Sd

As Attest Samel Allyn Town Clerk.
Vera Copia David Crocker Town Clerk

- 1: 73 Settlement of Bounds of Lands between
William Lovel & Benjamin Davis In ye year 1704
March 31 both parties agreed that is to Say as
followeth - Easterly by a Stake and a Stone
Standing by ye Cedar Swamp & So Ranging
Westerly to ye Brow of a Hill to a Stake and a
Stone & then Ranging westerly to a Stake and
a Stone in ye Corner; & from thence Ranging
on an old Ditch Streight into ye Salt water &
from ye Salt water Ranging Southeasterly to the
first Clift of Land. Jabez Lumbart, Surveyor
This is Truly Recorded as it was given In
under ye hand of Ensign Jabez Lumbart Sur=
veyor. As Attest Samel Allyn Town Clerk
ye 1st of April 1704.

Memorandum May 16, 1712.

An agreement Made and Concluded between
Serjeant Joseph Jenkins & John Crocker Cooper
both of ye Town and County of Barnstable. Con=
cerning ye Dividing line between their Lotts of
Marsh at Sandy Neck to Witt ye Lotts was form=
erly Mr Huckenses & ye Lot that was Isaac Wells's
Sd Line is from ye foot of Sd Lotts as the Creek
Runneth to a Stake on ye west Side of Sd Creek
at a Bow of it Then Streight to another Stake at
ye next Bowe of Sd Creek Leaving one Nook of
marsh on ye west side of Sd Creek then by ye Sd
Creek again to another Stake by Sd Creek about
four yards to ye North east of Sd Jenkins's Stad=
dle then by ye Stakes Straight to ye Sand hills
ye Stake Standing next to Sd Hills Standeth a
Little to ye Eastward of a Salt hole Sd Crocker
Not to Make any fence or Other obstruction to

Boats passing up to ye Stake that Standeth by ye Staddle & this Agreement or Settlement of Sd Line Joseph Jenkins and Crocker do for themselves their heirs and assigns promise & Engage to Stand to and abide by for Ever It is Farther agreed before ye signing of these presents the next Small Nook on ye West Side of ye Creek below ye Nook Staked of John Crocker Shall have and hold to him his heirs and assigns provided and on Condition he digg throw for a Boat to pass Strait up Sd Creek at Sd place In Witness whereof ye Sd Joseph Jenkins & John Crocker have hereunto set their hands on ye Day above Mentioned.

Joseph Jenkins. John Crocker.

This above written is truly Recorded as it was given in pr Me Samel Allyn Town Clerk.
In presence of Jacob Chipman, Daniel Parker

Ultimo Die January 1654

Know all Men by these presents That I George Lewes Senr of Barnstable In ye Colony of New plymoth in America have ye Day and Year above written for and in Consideration of twenty and eight pounds & five Shillings In hand paid to me ye Sd George by Samel Mayo of Barnstable aforesd whereof and of Every part and parcel thereof I acknowledge My Self fully Satisfied and paid, & thereof and of every part & parcel thereof I do fully & freely acquit and Discharge him ye Sd Samel Mayo his Executors and administrators firmly by these presents for ever bargained Sold assigned and Set over, & by these presents do Bargain sell assign and Set over unto Samuel Mayo of Barnstable afore said one parcel of Land being a house Lot Containing and being eight acres be it More or Less ye Sd parcel of Upland Lying & being westerly by Isaac Wells Easterly by John Davis

butting Northerly on ye high way Southerly in to ye woods, with one Dwelling house Standing and being upon ye S^d Upland and a Barn with all other Out houses Standing and being upon ye S^d Upland with whatsoever orchard or Garden plot therto appertaineth or belongeth, with all ye fencing or any other prequesites profits or Emoluments whatsoever thereunto appertaineth or belongeth also one acre of Marsh Meddow & a hill at ye Northerly End of it be it More or Less Running Southerly to ye highway bounded westerly by Isaac Wells his Marsh Easterly by Henry Cobs also ten Acres of Upland in ye Common field be it More or Less butting North=erly upon ye harbour, Southerly upon Doller Davis's marsh bounded Easterly by Nathaniel Bacons Land Westerly by Doller Davis's Land also four acres of Marsh at Sandy Neck be it More or Less bounded Easterly by Robert Linnel Westerly by Tristram Hull Southerly by ye Har=bour North by Sandy Neck, also his Share and Interest In ye Commons.

- 1: 74 To Have and to hold S^d parcel of Upland or home Lot with ye Dwelling house, Barn Outhousing or=chard, garden plot fencing ye acre of Marsh Med=dow & hill ye Common field Land and Marsh at Sandy Neck and Commons with all ye premises afores^d to him ye S^d Samuel Mayo to his heirs and assigns for Ever I say to ye only proper Use & behoof of him ye S^d Samuel Mayo his heirs and assigns for ever. In Witness whereof I the S^d George Lewes have hereto Set My hand and seal Yeoven this first Day of February Anno Domini one Thousand six hundred fifty four

George Lewes and ○ a Seal

Mary Lewes ye wife of George Lewes acknowledg=ed her free Consent to this Sale of house and Land according to this deed this 2nd of first Month 1654 before Me Thomas Prince

Signed Sealed & Delivered In presence of
William Casly, Joseph Lothrop, Tristram Hull

Indorsed on ye above Sd Deed as followeth Viz:

Know all Men by the presents That I
Samuel Mayo have sold to John Phinny of
Barnstable all My & Right & Title within this
Deed to him and his from Me and Mine for
Ever as Witness My hand this 30th of May
1656 Samuel Mayo.
and Delivered In presence of Us

Edmund Hawes
Richard Tayler

These presents witness That I John Phinny
Senr above sd have for a valuable Considera=
tion to Me in hand paid by Henry Cob &
Tho Huckens with Several other Brethren of ye
Church of Barnstable who Some time since
Invited Mr William Serjeant to have ye
Benefit of his Labours amongst them Sold
and Made over unto ye Sd Brethren all his
Right & tittle Into this above & within Men=
tioned Deed of Sale & do by order from ye Sd
Brethren & in their Names as in My own by
these presents for Sundry good Causes them
& Me Moving there unto freely and absolute=
ly give grant assign and make over all
their and My Sd Right & Tittle Into all ye
above and within Mentioned premises Unto
ye Sd Mr William Serjeant his heirs and
assigns for Ever . In Witness whereof I have
hereunto Set my hand and seal this 15 of
October 1666 John Phinny & ○ seal

Witness Henry Bourn , Austin Berse.
The Within Mentioned John Phinny and
Elizabeth his wife Came personally before Me
and acknowledged their free Consent to this As=
signment this 15 of October 1666.

Ita. Attest Thos Hinkley Assist.


The above Sd Deed with ye assignments were Examined by ye five Men According to Order of Court & ordered to be Recorded 29 January 1667

Taken out of ye Original Deed Examined and Entred the 6 of February 1667.

Ita : Attest predict Thos Hinkley

To all people to whom these presents shall Come John Casly of Barnstable In ye government of New Plymouth In New England In America planter Sendeth Greeting &c. Know ye that I the Sd John Casly for and in Consideration of seven pounds In Currant pay to Me In hand paid by Joshua Lumbart of Barnstable aforesd planter the Receipt whereof I do hereby acknowledge & thereof and of Every part thereof do hereby Acquit and Discharge him ye Sd Joshua Lumbart his heirs Executors and administrators by these presents have granted Bargained Sold Enfeoffed & Confirmed & by these presents do freely and absolutely grant, Bargain sell Enfeoffe and Confirm unto ye Sd Joshua Lumbart his heirs and assigns for Ever all that My great Lot of Lands Lying and being In Barnstable Containing twenty acres
 1: 75 of Upland be it More or Less bounded westerly partly by a dead Cedar Swamp & partly by other Common Land ; Easterly by ye Lands Laid out to Jabez Claghorn as ye Line Runs Northerly and Southerly between two Small Swamps & bounded Northerly and Southerly by ye Commons being about 80 pole North & South & 40 pole East and West together with all ye profits priviledges and appurtenances to ye Sd Bargained premises belonging To Have & to Hold Sd great Lot of Lands with All & Singular their appurtenances Unto him ye Sd Joshua Lumbart to his heirs and assigns & to ye only proper Use and behoof of him ye Sd Joshua Lumbart his heirs

and Assigns for Ever & I the Sd John Casly do for My Self my heirs Executors and Administrators Covenant and grant to and with ye Sd Joshua Lumbart his heirs and assigns that at ye time of Ensealing & delivery of these presents I have full power Just Right and Lawful Authority to give grant Aliene Bargain and Confirm Unto ye Sd Joshua Lumbart his heirs and assigns all ye Sd premises In and by these presents Mentioned or Intended to be granted Aliened Bargained & Confirmed In Manner and form aforesd Accord in to the True Intent & Meaning of these presents & that all ye Sd Bargained premises are, be, and Shall Continue to be Clearly Acquitted Exonerated and Discharged or otherwise Upon Request Sufficiently Saved and kept harmless of and from all former and other gifts, grants Bargains Sales dowers Tittles Troubles and Incumbrances whatsoever had Made Committed or done or to be had Made Committed or done by Me ye Sd John Casly Mine heirs & assigns or any other person or persons from by or Under Me their or Any of them or by mine or their act tittle Consent or procurement & that It Shall and May be Lawful to and for ye Sd Joshua Lumbart his heirs of assigns to Enroll these presents or Cause them to be Enrolled or Recorded In his Majesties Court of New Plymouth or any other place of Records according to ye usual Manner & order of Recording Evidences In Such Case provided. In Witness whereof I the Sd John Casly have hereto set my hand and Seal this 20 of April Anno Domini one Thousand six hundred seventy and five.

John Casely his Mark &  a Seal

Signed Sealed & Delivered In presence of
 Mary Hinkley Thomas Hinkley jr.

The within Mentioned John Casly appeared 22
of April 1675 and acknowledged these presents
to be his act & Deed before Me

Thomas Hinkley Assist.

This is a True Coppy taken out of ye original
Deed & Entered 21 of May 1675.



Ita Attest predict : Thomas Hinkley Scriba

This Indenture Made this 18 of February 1666
between Abraham Blish of Barnstable In ye
Government of New Plymouth planter on ye
one part; & Shobal Dimock of Barnstable Afore=
sd planter on ye other part by these presents
witnesseth an Exchange of a Certain parcel
of Marsh Meddow from and Unto Each other
Containing about three acres be it More or Less
In Manner and form as followeth Viz -

ye Sd Abraham Blish To Have & to Hold to him his
heirs and assigns for Ever all that parcel of ye
Sd Shobal Dimocks Marsh adjoyning to ye Upland
of ye Sd Abraham bounded Northerly by ye Main
Creek which Runneth Up to ye Bridge that Leads
over to ye old Common field, Commonly Call=
ed ye Mill Creek Easterly by ye Upland of
Nicholas Davis Extending to a Spring neer unto a
Rock not far from ye North End of ye Sd Upland
and bounded by ye Sd Spring & Creek & thence
Ranging Northerly to a fence In ye Marsh &
thence by a Small Creek which Issues Into ye
aforesd Mayn Creek together with all and Sing=
ular ye appurtenances to ye Sd premises belong=

1: 76 ing & the Sd Shobal Dimock To Have & x to Hold all
that parcel of ye Sd Abraham Blushes Marsh bound=
ed Northerly by ye above Sd Common field, Southerly
by ye above Sd Main Creek Easterly by ye Marsh
of ye Sd Shobal & Extending Westerly to a point of
ye Sd Abrahams Upland In ye Sd Old Common
field & thence Ranging Southerly to a Stake in
ye Marsh Neer a Creek & thence Some what

Easterly to another Stake & thence Easterly to ye Nearest part of ye above Sd Main Creek together with all and Singular ye appurtenances to ye Sd premises belonging to him ye Sd Shobal Dimock his heirs and assigns for Ever In Witness to all and Singular ye premises aforesd They have hereunto Interchangeably set their hands and Seals This 21 of February 1666.

Abraham Blish & a  Seal
Shobal Dimock & a  Seal
to another of ye Same.

Signed Sealed & Delivered In presence of
Joseph Lothrop Henry Cob.

This Indenture was acknowledged before Me ye
Date abovesd Thomas Hinkley Asist.


This is a True Coppy of ye original Indenture Examined and Entered This 26 of Febr : 1666
Ita Attest predict Thomas Hinkley

To All Christian people to whom these presents Shall Come Thos Allyn of Barnstable In ye government of new plymoth In New England In America Gentleman sendeth greeting &c. Know ye that I ye Sd Thos Allyn for and In Consideration of forty pounds Sterling to Me in hand paid by Roger Goodspeed of Barnstable aforesd planter whereof & where with I do acknowledge My Self Fully Satisfied and paid & thereof and of Every part & parcel thereof do for My Self My heirs Executors and Administrators & Every of ym Exonerate Acquit and Discharge ye Sd Roger goodspeed his heirs Executors and administrators & Every of them for Ever by these presents have freely and absolutely given granted bargained sold Enfeoffed and Confirmed and by these presents do give grant Bargain sell Enfeoffe and Confirm Unto ys Sd Roger goodspeed to his heirs and assigns for Ever

all that My two Lotts of Lands Lying and being in Barnstable Aforesd at the place Commonly Called ye Indian pond by ye South Sea one of ye Sd Lotts Containing forty acres being More or Less thirty whereof being ye Lands heretofore of Austin Berse with ten acres adjoining to ye South Side thereof being bounded Easterly partly by ye Sd pond & partly by ye Commons Westerly by ye Herring River & partly by ye Commons Northerly to John Crocker & Southerly by ye Commons & the other Lot Contayning fifty acres of Upland be it More or Less which was Sometime ye Land of Doller Davis Butting Easterly Upon ye Sd Indian pond Westerly to ye Commons Southerly by John Crockers Northerly by henry Bourns with a parcel of marsh Contayning two Acres be it More or Less bounded Easterly by John Thompsons Westerly by ye Upland Northerly and Southerly by ye Bay together with all and singular ye profitts and appurtenances to all and Every of ye Sd premises belonging To Have and to hold Sd Lotts of Upland and parcels of Marsh with all and singular their appurtenances belonging or any ways appertaining to ye Sd Roger goodspeed his heirs and assigns for ever and to ye Only proper Use and behoof of him ye Sd Roger goodspeed his heirs and assigns for ever to be Holden of his Majesty as of his Manner of East Greenwich In ye County of Kent In ye Realm of England In free and Common Soccage & not In Capite or by Knight Service by ye Rents & Services thereof Due and of Right accustomed & with Warrantees against All people whatsoever from by or Under Me ye Sd Thos Allyn Mine heirs Executors and administrators or any of us Claiming any Right Use title or Inteest of or Into ye Sd premises

or any part or parcel thereof & I the Sd Thos Allyn
do also Covenant promise & grant to and for ye Sd
Roger Goodspeed his heirs and assigns or either of
them by themselves or their attorney to Enroll these
presents or Cause ym to be Enrolled at his Sd
Majesties Court at Plymoth aforesd before ye Gov=
ernour for ye Time being according to ye usual
Manner and Order of Recording and Enrolling
Evidences In Such Case provided.

in Witness whereof I the Sd Thos Allyn have
hereunto Set my hand and Seal this 22 Day of Feb.
Anno Domini 1665

Thos Allyn & a  Seal
Signed Sealed & Delivered In presence of

John Gorham Thos Huckens

Acknowledged before Me Thos Hinkley Assist
taken out of ye Original Deed and Entered ye
20 of Novr 1666 Ita Attest Thos Hinkley.

- 1: 77 Whereas sundry Controversies have Arisen be=
tween Caleb Lumbard Jedediah & Benjamin
Lumbard & Sundry of their Neighbours about ye
bounds of yr Lands It is agreed by ye parties
Concerned & for ye Issueing of all former Differ=
ences & Debates & Settling of ye Same In a peace=
able Way for ye future, Determined by ye
Land Measurers (with ye approbation of Thos
Hinkley and Mr John Freeman ordered by ye
Court to be helpful to them therein) ye bounds
of ye Sd Lumbarts Lands to be as followeth:
Viz - ye Line to Run South and by West between
Ensign Lumbard, and them from ye Lands of
George Lewes by about ten foot to ye westward
of a great Rock on ye hill yt is to ye North=
ward of ye pond & So Ranging thro ye Sd pond
to a great Stump Standing in ye Sd Ensigns
pasture & thence by Markt trees to a White
Oak which hath a flat Rock at ye
Root thereof & stands on ye South Side of

a Cartway being ye head of ye Sd Ensign
 Lumbarts Land from whence on a square
 Line fifty seven Rods in Breadth Ranging
 East & by South to a Rock that hath a Cleft
 in it & Markt trees by it which is ye bounds
 of ye Land Easterly : Ranging from ye Sd Cleft
 Rock by a North & by East Line, till it Meets
 with Mr Gorhams Line, & by a South & by
 West Line thirty and nine Rods Into the
 woods from ye Sd Rock to a Markt tree on
 four sides & So Runs also thirty nine Rods all
 ye Breadth above ye Sd White Oak & flat Rock
 on ye Western Side on ye Same South & by
 West Line to a Markt tree on ye North Side
 of another Cart Way Neer a Little Stony hill
 which is in Lieu of Some Land Mr
 Gorhams Range takes out of Neer about ye
 Middle of yr Land at a great Rock & from
 that great Rock it is agreed & granted by Mr
 Gorham yt ye Sd Lumbarts Shall have & Enjoy
 to them & their heirs for Ever one half Acre of Land
 by a set of into his Land between ye Swamp
 and ye Sd Rock Coming to a point at ye Sd
 Rock being his bound Mark & afterwards ad=
 joyning to ye Ancient & proper Line of Mr
 Gorams down to ye Kings highway being
 ye Easterly bounds thereof & bounded Westerly
 partly by ye present fence or Range of George
 Lewes & partly by Edward Colemans to ye
 Sd Kings High way.

Subscribed by Me .x. Gorham as
 followeth I, John Gorham sen^r Do own ye
 above half acre of Land Mentioned to be given
 by me as it is above Specified

pr Me John Gorham
 In presence of
 Thos Hinkley Assist

It is also farther Agreed as a full Issue of

[x.] "John", erased in original record.

all Controversies Suits & Debates heretofore had or now Depending between ye S^d Caleb, Jedediah & Benjamin Lumbard & George Lewes or any of them as followeth viz that ye S^d George Lewes his Range of his Land on ye Eastern Side thereof is to Run from ye western End of Edward Colemans Ditch by ye highway Southerly by ye Easterly Side of an old walnut Stump to a great Stone which is ye head Mark & thence Westerly to ye Northerly Side of a great Rock & on ye Same Line till it Meets with the South & by West Line which is between Ensign Lumbarts and his Brothers Caleb Jedediah & Benjamin above s^d & It is farther agreed between them that ye S^d George Lewes shall have and Enjoy to him and his heirs for Ever not only ye S^d Lands between ye Highway & ye Last fore mentioned bounds but also all ye Lands heretofore and now possessed by him According to ye Known and accustomed bounds thereof Lying on ye North Side of S^d highway within ye Common field Without ye Lawful Let or Molestation or Disturbance of ye S^d Caleb Jedediah & Benjamin or any of them their or any of their heirs or assigns for Ever ye S^d Caleb Jedediah & Benjamin having Accepted as paid In full Satisfaction of all Demands Referring to any of ye S^d Lands the Sum of thirty five Shillings According to their agreement.

In witness whereof the parties to these presents have hereunto Respectively Set their hands this 18 of June 1674.

Caleb Lumbard,	Jedediahs	Mark
Benjamin Lumbart,	George Lewes	
Bernard Lumbart }	Land	
Thomas Lothrop }	Measurers	
In presence of Thomas Hinkley,	John Freeman	
	Assistants.	

This is a True Coppy Recorded out of the
 original as Attest predict
 Thomas Hinkley.

1: 78 To all people to whom these presents Shall
 Come Robert Sherly of Barnstable In ye govern=
 ment of New Plymoth in New England In
 America planter Sendeth greeting &c.
 Know ye that I the Sd Robert Sherly for and
 in Consideration of twenty and three pounds
 in Currant pay to Me In hand paid by
 Samuel Norman of Barnstable aforesd planter
 whereof and wherwith I do acknowledge My Self
 fully Satisfied & paid thereof and of Every part
 and parcel thereof do for My Self My heirs Ex=
 ecutors & administrators Exonerate Acquit and
 Discharge him ye Sd Samuel Norman his heirs
 and Assigns for Ever by these presents have
 freely and absolutely given granted Bargained
 sold Enfeoffed and Confirmed and by these
 presents do give grant bargain Sell Enfeoffe
 and Confirm unto him ye Sd Samuel Norman all
 that My Dwelling house and lands Containing
 by Common Estimation Sixteen Acres of Up=
 land be it More or Less Situate Lying and
 being In Barnstble Aforesd bounded Easter=
 ly by ye Lands In ye occupation of John
 Scudder; westerly by Lands of James Cob
 Northerly by ye Lands of John Lewes & South=
 erly by ye Commons together with all houses
 & Edifices in or upon ye Sd premises & all Rights
 profits priviledges and appurtenances what
 soever to all and Singular ye Sd premises be=
 longing To Have and to Hold ye Sd Dwelling
 house and Lands with other ye Bargained
 premises and all & Every their appurtenances
 unto him ye Sd Samuel Norman his heirs
 and assigns for ever and to ye only proper
 use and behoof of him ye Sd Samuel Norman

his heirs and Assigns for Ever to be holden of his Majesty as of his Mannor of East Greenwich In ye County of kent In ye Realm of England In free & Common Soccage & Not in Capite or by Knight service by ye Rents and services thereof Due and of Right Accustomed & with warranties against all people whatsoever from by or under Me the S^d Robert Sherly Mine heirs or assigns or any other person from by or under Me them or any of them & I the S^d Robert Sherly do for My Self Mine heirs Executors and Administrators Covenant and grant to and with ye S^d Samuel Norman his heirs and Assigns that at ye time of Ensealing & Delivery of these Presents I have full power Just Right and Lawful Authority to grant bargain and Confirm all ye S^d premises In and by these presents Mentioned or Intended to be given granted bargained & Confirmed In manner and form Afores^d according to ye True Intent and Meaning of these presents and that all ye S^d Bargained premises are be and Shall Continue to be clearly acquitted Exonerated & discharged or otherwise upon Request sufficiently saved and kept harmless of & from all other & former gifts grants bargains Sales titles and Incumbrances Whatsoever had Made Committed and Done or to be had Made Committed or done by Me ye S^d Robert Sherly Mine heirs or Assigns or any other person or persons from by or under Me them or any of them or by Mine or their Means Consent or procurement & That it shall and May be Lawful to & for ye S^d Samuel Norman his heirs or assigns by themselves or their Attorney to Enroll these presents or Cause them to be Enrolled or Recorded at his Majesties Court at New Plymoth or in any other place of Records According to ye Usual

Manner of Enrolling and Recording Evidences
In Such Cases provided In Witness whereof
I the Sd Robert Sherly have hereunto Set My
hand and Seal this second Day of May Anno
Domini one thousand Six hundred & seventy

Robert Sherly & a  Seal

Signed Sealed & Delivered In presence of

Mary Hinkley, Samel Hinkley.

The within & above Mentioned Robert Sherly Came
personally before me Thos Hinkley Assistant
and acknowledged these presents to be his act
& Deed ye Date aforesd

Ita Attest prdict Thos Hinkley

This is a True Coppy taken out of ye original deed
Examined 16 of January 1678

p^r Me Thos Hinkley Scriba

These presents witnesseth that John Hamlin
of Barnstable In ye government of New Plymoth
for and in Consideration of twelve Shillings In
Currant New England Money to him In hand
paid by Capt. Matthew Fuller of Barnstable Afore=
sd ye Receipt whereof he doth acknowledge &
thereof doth acquit & discharge ye Sd Capt. Fuller
hath by these presents freely and absolutely given
granted Bargained Sold and Confirmed and Doth
by these presents Give grant Bargain Sell Enfeoffe
and Confirm Unto him ye Sd Capt. Matthew
Fuller to his heirs and assigns for ever all that
his acre of Upland Lying and being In Barnstable
Aforesd at a place Commonly Called Scorton
bounded Southerly by ye marsh of ye Sd John

1: 79 Hamlin x & Northerly Easterly & Westerly by ye Up=
land of ye Sd Capt. Fuller To Have and to
Hold to him ye Sd Capt. Matthew Fuller his
heirs and assigns for ever & to ye only proper
use and behoof of him ye Sd Matthew Fuller
his heirs & assigns for ever with warranties a=
gainst all persons whatsoever from by or Under

him ye S^d John Hamlin Claiming any Right
title use or Interest Into ye S^d Bargained prem=
ises or any part thereof In Witness whereof
ye S^d John Hamblin hath hereunto set his
hand this 28 February 1670

John Hamblin

Acknowledged before Me Thos^s Hinkley Assist.

These presents witnesseth that ye above Mention=
ed Capt Fuller doth promise and grant to
John Hamblin aboves^d his heirs and assigns
for Ever free Liberty with Ingress & Regress
to Set his hay on ye point of Upland adjoyn=
ing to ye S^d Marsh and to fetch it thence thro
ye Lands of ye S^d Capt Fuller in a Conven=
ient way thereunto; ye S^d John Hamblin his
heirs and assigns being from time to time
to Make fast any bars or gates for an In=
let thereto y^t ye S^d Capt Fuller his heirs
and assigns be not Damnified thereby Witness
his hand ye Date aboves^d

Matthew Fuller.



In presence of Thos^s Hinkley.

To all people to whom these presents Shall
Come Kenecompsit Indian of Barnstable In ye
government of New Plymoth sendeth greeting &c.
Know ye that I ye S^d Kenecompsit for and
in Consideration of Two pounds and sixteen
shillings In Currant pay to Me In hand
paid by Jedediah Lumbart of Barnstable
afores^d planter whereof and wherewith I do Ac=
knowledge for My Self fully Satisfied & paid &
thereof & of Every part and parcell thereof do
for My Self My heirs Exectuors & administra=
tors acquit Exonerate & Discharge him ye S^d
Jedediah Lumbart his heirs Executors and
administrators & Every of them for Ever have
(according to order In that Case provided) freely

and absolutely given granted bargained sold
 Aliened and Confirmed & by these presents do
 give grant bargain sell aliene and Confirm unto him
 ye S^d Jedediah Lumbart His heirs and Assigns
 for Ever all that My parcel of Land Contain=
 ing two acres be it More or Less Lying & being
 in Barnstable Afores^d at a place Commonly
 Called Mattakeese & is bounded Southerly by ye
 Lands In ye Tenure or occupation of George
 Lewes Westerly by ye Lands of John Lewes
 Easterly by ye Lands of Edward Coleman
 Northerly to ye Swamp and Lands of Caleb
 Lumbart or his assigns together with all ye
 profitts priviledges and appurtenances to all
 & Every ye S^d Bargained premises belonging to
 Have and to Hold all ye S^d parcel of land with
 all & Singular ye priviledges & appurtenances
 thereto belonging unto ye S^d Jedediah Lumbart
 his heirs and Assigns for Ever Excepting only
 about four Rod of Ground at one place & six
 Rod at another place where ye graves are for
 a burying place & I the S^d Kenecompsit do
 for my self heirs Executors & administrators
 Covenant promise and grant to and with
 ye S^d Jedediah Lumbart his heirs and assigns
 that at ye time of Ensealing and Delivery of
 these presents I have full power Just Right
 and Lawful Authority to give grant Bargain
 sell and Confirm all ye S^d premises In
 and by these presents Mentioned or intend=
 ed to be given granted bargained and Con=
 firmed unto him ye S^d Jedediah Lumbart
 In manner and form afores^d according to ye
 True Intent and Meaning of these presents; &
 that all ye S^d Bargained premises are be and
 Shall Continue to be Clearly Acquitted Exonera=
 ted & discharged or otherwise upon Request
 Sufficiently Saved and kept harmless of and
 from all other and former gifts grants Bar=

gains Sales, tittles & Incumbrances whatsoever
 had made Committed or done or to be had
 Made Committed or done by me sd
 Kenecompsit Mine heirs or assigns or by
 any other person or persons from by or un=
 der me them or any of them or by Mine or
 their Means Consent or procurement with
 Liberty of Recording these presents &c.
 In witness whereof I the Sd Kenecompsit
 have hereunto Set My hand and Seal ye Eight
 eenth Day of January Anno Dom one Thousand
 six hundred seventy one.

Mark

Kenecompsit  & a  Seal
 and acknowledged ye 30 January 1671 before
 Me Thos Hinkley Assist.

Signed Sealed & Delivered In presence of

Mary Hinkley Thos Hinkley jur.

Vera Copia taken out of ye Original Deed
 pr Me predict Thos Hinkley Assistant.

- 1: 80 and farther ye within above mentioned Kenecompsit
 did for divers good Considerations him Moving
 freely voluntarily and absolutely give grant
 aliene Enfeoffe and Confirm unto ye Above
 named Jedediah Lumbart his heirs and as=
 signs for Ever a parcel of Upland Contayning
 one acre be it More or Less at ye Sd Mattakeese
 in Barnstable aforesd bounded westerly by ye
 Lands of Jabez Lumbarts Northerly by a hole of
 Meddow Southerly and Easterly by ye Lands of
 ye Sd Kenecompsit with all ye priviledges and
 appurtenances therto belonging To Have & to Hold
 unto ye only proper use and behoof of him ye
 Sd Jedediah Lumbart his heirs and assigns for
 ever with a Like Covenant as in ye above
 Mentioned deed of Sale from Sd Kenecompsit
 to Sd Jedediah Lumbart his heirs and as=
 signs for Ever with ye hand & Seal of Sd
 kenecompsit ye Date Abovesd & acknowledged

before Me Thomas hinkley Assist.

Signed Sealed & Delivered In presence of
 Mary Hinkley, Thomas Hinkley jur
 Truly Coppyed Out of ye Original Deed of Gift
 & Entered pr Me predict.

Thomas Hinkley Assist & Scriba.


To all people to whom these presents
 Shall Come Kenecompsit of Barnstable In
 ye Government of New Plymoth In New England
 Indian sendeth Greeting &c.

Know ye that I the Sd Kenecompsit for
 and In Consideration of four pounds = 14 s 06 d
 to Me In hand paid by Jabez Lumbart of
 Barnstable Aforesd ye Receipt whereof I do ac=
 knowledge & thereof and of Every part and
 parcel thereof do for My Self My heirs Executors
 and administrators & Every of them Exonerate
 Acquit & Discharge ye Sd Jabez Lumbart his heirs
 Executors and administrators & every of them for
 Ever by these presents have by and with the
 Consent and approbation (according to order of
 Court) of Thos Hinkley & Nathl Bacon of
 Barnstable Gentle: freely & absolutely given
 granted Bargained sold aliened enfeoffed &
 Confirmed and by these presents do give
 grant bargain sell Aliene Enfeoffe & Confirm
 unto him ye Sd Jabez Lumbart his heirs
 and assigns for Ever all that parcel of My
 Land Lying and being In Barnstable Aforesd
 at a place Commonly Called Matakese
 pond Containing five acres and an half
 be It More or Less of Upland and Marsh
 bounded Easterly partly by ye Lands of
 him ye Sd Kenecompsit & partly by ye
 Lands of James Lewes Edward Lewes & John
 Lewes & Southerly pointing on ye Lands of
 George Lewes Ranging down Northerly by ye
 Lands of Isaac Wells & ye Lands of Henry

Tayler to ye aforesd pond & from ye North End of ye Westerly Bounds upon a Square to a Stake Set in ye Marsh between part of Sd pond and ye Upland & thence Running South=erly by ye aforesd Easterly bounds together with all ye profitts priviledges & appurte=nances to ye Sd Bargained premises belonging & with all writings Evidences & Records & Court Rolls or Copies thereof with any other Lands Contained therin at ye proper Cost & Charge of him ye Sd Jabez Lumbart his heirs or as=signs To Have & to hold all ye Sd parcel of Land both Upland and Marsh with all & Every ye profitts priviledges and appurte=nances In and by these presents Mentioned or Intended to be bargained and Confirmed Un=to him ye Sd Jabez Lumbart his heirs and As=signs & to ye only proper use & behoof of him ye Sd Jabez Lumbart his heirs and assigns for Ever with Warantees from all people whatsoever form=erly or under Me ye Sd Kenecompsit My heirs Executors and administrators or any of us Law=fully Claiming any Right title Use or Interest In to Sd bargained premises or any part or par=cel thereof & I the Sd Kenecompsit do for My Self My heirs Executors and Administrators Cove=nant grant & promise to and with ye Sd Jabez Lumbart his heirs and assigns that at ye Time of Ensealing & delivery of these pres=ents I have Just power Lawful Right & full

- 1: 81 Authority^x to Bargain Sell and Confirm Unto ye Sd Jabez Lumbart his heirs & assigns for ever all ye Aforesd premises In and by these presents Men=tioned or Intended to be bargained Sold and Confirmed According to ye True Intent and Meaning of these presents & y^t ye Sd Bargained premises are and Shall Continue to be free & Clear & Clearly Acquitted & Discharged or otherwise sufficiently Saved & kept harmless from all

other gifts grants tittles bargains Sales & Incum=
brances whatsoever had Made Done or Suffer=
ed to be Done by any Consent Knowledge or
privity of Me ye S^d Kenecompsit or Lawfully
done or Suffered by any other Indians wt^h so=
ever Except ye Maintaining ye proper propor=
tion of General fence thereto Laid and of Right
belonging with Liberty to Record these pres=
ents &c. In Witness whereof I ye S^d
Kenecompsit have hereunto set My hand and
seal y^e 14 of April Anno Domini one Thousand
six hundred sixty & Eight. his mark

Kenecompsit *B* and a  Seal

The Within Mentioned Kenecompsit Came person=
ally before Me ye 20 April 1668 and acknowledged
these presents to be his Act & Deed

Ita: Attest Thos^s Hinkley Assist.

Signed Sealed & Delivered In presence of


Matthew Fuller, Samel^s Hinkley

Vera Copia Taken out of ye Original Deed and
Entered p^r Me predict Thos^s Hinkley.

To all people to whom these presents Shall
Come John Thetcher of Yarmoth In ye govern=
ment of New Plymoth in New England In
America Yeoman Sendeth greeting Know ye
that I the S^d John Thetcher for and In Consid=
eration of six pounds to Me In hand paid In
Currant pay by Jedediah Lumbart of Barnstable
In ye government Afores^d planter whereof & wher=
with I do acknowledge My Self fully satisfied
and paid, & thereof and of Every part and par=
cel Therof do for My Self My heirs Executors
and Administrators Exonerate acquit and Dis=
charge him ye S^d Jedediah Lumbart his heirs
Executors and administrators for Ever by these
presents have freely and absolutely given grant=
ed Bargained aliened Enfeoffed and Confirm=
ed & by these presents do give grant bargain

Sell aliene Enfeofe and Confirm unto him ye
 Sd Jedediah Lumbart his heirs and assigns
 for ever all that My parcel of Marsh Lying
 and being on ye westerly Side of Yarmoth Afore=
 sd Containing by Common Estimation five
 acres be it More or Less & is bounded Northerly
 by ye harbor Westerly by ye Mill Creek Easter=
 ly by a Little Creek to ye bound Stake & thence
 Northerly or Northwest to ye harbor & Southerly by
 ye Creek Commonly Called Simpkins Creek
 together with all ye profitts priviledges & appur=
 tenances to ye Sd Bargained premises belonging or
 any ways appertaining To Have & to Hold all ye
 Sd Bargained parcel of Marsh profitts priviledges
 & appurtenances therto belonging unto him ye Sd
 Jedediah Lumbart his heirs and assigns for
 ever & to ye only proper Use and behoof of him
 ye Sd Jedediah Lumbart his heirs & assigns for
 ever to be holden of his Majesty as of his Man=
 nor of East Greenwich In ye County of Kent
 In ye Realm of England In free and Com=
 mon Soccage & Not in Capite nor by Knights
 Service by ye Rents and Services thereof Due
 and of Right accustomed & with Warantees
 against all people whatsoever from by or
 Under Me ye Sd John Thatcher my heirs or
 assigns Claiming any Right tittle Use or Inter=
 est unto ye Sd Bargained premises or any part
 or parcel thereof & I ye Sd John Thetcher do for
 My self My heirs Executors and administrators
 Covenant promise and grant to and with ye
 Sd Jedediah Lumbart his heirs and assigns
 that at ye time of Ensealing & delivery of these
 presents I have full power Just Right & Law=
 ful Authority to give grant bargain and Con=
 firm all ye Sd premises in & by these presents
 Mentioned or Intended to be given granted &
 Confirmed in Manner & form aforesd accord=
 ing to ye True Intent and Meaning of these

presents & that all ye Sd Bargained premises are
 be and Shall Continue to be Clearly acquitted
 Exonerated & discharged or otherwise upon Re=
 quest Sufficiently saved and kept harmless of
 and from all other & former gifts grants bar=
 gains Sales titles & Incumbrances whatsoever had
 Made Committed or done, or to be had Made
 Committed or done by me ye Sd John Thetcher
 Mine heirs or assigns or any other person from
 by or Under Me them or any of them or by mine
 or y^r Means Consent or procurement & that it
 Shall or May be Lawfull to and for ye Sd Jedediah
 Lumbart his heirs or assigns by y^m selves or ye
 Attorney to Enroll these presents or Cause them
 to be Enrolled or Recorded In his Majesties
 Court at New Plymoth or any other place of Re=
 cords According to ye Usual manner and order
 of Recording Evidences In Such Cases provided
 In Witness whereof I the Sd John Thetcher have
 hereunto Set My hand & Seal this twenty Day of
 January Anno Domini one thousand six hun=
 dred Seventy and one


John Thetcher and a  Seal
 before Me Thos^s Hinkley, Assistant

Signed Sealed & Delivered In presence of
 Mary Hinkley Anne Glover
 and acknowledged this 17 of August 1672
 Vera Copia taken out of ye Original Deed
 p^r Me predict Thos^s Hinkley.

- 1: 82 To all people to whom these presents Shall
 Come Abraham Blish of Barnstable of ye Gov=
 ernment of New Plymoth In New England Yeo=
 man Sendeth Greeting &c. Know all that I the
 Sd Abraham blish for and In Consideration of
 a parcel of My fence belonging to ye Com=
 mon field Lying between ye fence of Nathaniel
 Bacon on ye One Side and ye fence belonging
 to James Goreham on ye other side thereof

Containing about twenty & four Rods being took off from My Charge and secured to be Made & Maintained In sufficient Repair for Ever by Jedediah Lumbart of Barnstable Afores^d his heirs & assigns ye Receipt whereof I do hereby Acknowledge by Me in hand Received & therewith My Self fully Satisfied and paid for & for divers other good Causes & Considerations Me ye S^d Abraham Blish Especially Moving; have freely and absolutely given granted bargained sold aliened Enfeoffed and Confirmed, & by these presents do give grant bargain sell aliene Enfeoffe and Confirm unto him ye S^d Jedediah Lumbart his heirs and assigns for ever; all that My point of Upland Lying In Barnstable Afores^d at or Neer a place Commonly Called Stony Cove & Contains one acre be it More or Less & is bounded Westerly by ye lands in ye Tenure or Occupation of Samuel Bacon or his assigns & Easterly Northerly & Southerly by ye Meddow or Marsh together with all ye Rights profitts priviledges and appurtenances whatsoever to ye S^d Bargained point of Upland belonging or in any ways Appertaining to have and to hold all ye S^d point of Upland & appurtenances unto him ye S^d Jedediah Lumbart his heirs or assigns & to ye only proper use & behoof of him ye S^d Jedediah Lumbart his heirs & assigns for ever and I the S^d Abraham Blish do for My Self my heirs Executors & administrators Covenant and grant to and with ye S^d Jedediah Lumbart his heirs & assigns that at ye time of Ensealing & Delivery of these presents I have full power Just Right and lawful Authority to grant bargain and Confirm all ye S^d premises In and by these presents Mentioned, or Intended to be granted and Confirmed In Manner & form Afores^d According to ye True Intent and Meaning of these presents; and that ye S^d Bargained premises are

be and Shall Continue to be Clearly & freely Acquitted Exonerated & Discharged or otherwise upon Request Sufficiently Saved and kept harmless of & from all other and former gifts grants bargains Sales Titles Troubles Charges Dowryes & Incumbrances whatsoever had Made Committed or done or to be had Made Committed or Done by Me; ye S^d Abraham Blish Mine heirs or assigns or any other person or persons from by or Under Me us or any of Us, or by Mine or Our Means Consent or procurement. In Witness whereof I the S^d Abraham Blish have hereunto Set My hand and Seal this twenty Eighth Day of January Anno Domini one thousand six hundred seventy and nine.

Abraham Blish & a  Seal

Signed Sealed & Delivered In presence of
 Sam^l Allyn Samuel Hinkley Sen^r

The within and above Mentioned Abraham Blish appeared 18 February 1679 and acknowledged these presents to be his act & Deed

before Me Thos^s Hinkley Assistant
 Vera Copia Taken out of ye original Deed
 Ita: attest predict Thos^s Hinkley.

To all people to whom these presents Shall Come Abraham Blish of Barnstable In ye Government of New Plymouth In New England In America Yeoman Sendeth greeting &c.

Know ye that I the S^d Abraham Blish for and In Consideration of five pounds & ten Shillings to Me In hand paid by John Crocker Sen^r of Barnstable Afores^d yeoman whereof and wherewith I do acknowledge My Self fully Satisfied & paid & thereof and of Every part & parcel thereof do for My Self Mine heirs Executors and administrators & Every of them Exonerate Acquit & discharge him ye S^d John Crocker his heirs & Executors & administrators and Every of them for Ever

by these presents have freely and absolutely given granted bargained sold Enfeoffed and Confirmed and by these presents do give grant Bargain sell Enfeoffe & Confirm unto him ye Sd John Crocker to his heirs and assigns for ever all y^e My Great Lot of Lands Lying & being In Barnstable Afores^d Containing forty Acres of Upland & six Acres of Marsh Meddow be it More or be it Less Lying on ye western End of ye Sd Town of Barnstable ye Sd Marsh bounded Easterly by ye Marsh heretofore In ye Occupation of ye Sd John Crocker & now or of Late In ye Occupation of Edward Fitts Randle & westerly by ye Meddow in ye Occupation of ye Sd Edward Fitts Randle Northerly by ye Commons & Southerly by ye Upland & ye Sd Upland bounded Easterly & Westerly as ye Sd Marsh is & Southerly by ye Commons & Northerly by ye Marsh together with all houses buildings & Edifices in and upon ye Sd premises with all ye Rights priviledges profitts and appurtenances to ye Sd Bargained premises belonging or any Ways appertaining. To have and to Hold ye Sd forty acres of Upland & six acres of Marsh with all ye Rights priviledges and appurtenances thereunto belonging unto him ye Sd John Crocker his heirs and Assigns for Ever & to ye only proper Use and behoof of him ye Sd John Crocker his heirs & assigns for ever to be holden of his Majesty as of his Mannor of East Greenwich In ye County of Kent In ye Realm of England In free and Common Soccage & not in Capite or by Knights Service by ye Rents & Services thereof Due & of Right Accustomed and with Warrantees against all people whatsoever from by or under Me ye Sd Abraham Blish Mine heirs Executors and Administrators or any of Us Claiming any Right tittle

Use or Interest of into ye Sd Bargained premi=
 ses or any part or parcel thereof; & I the Sd
 Abraham Blish do for My Self Mine heirs
 Executors and Administrators Covenant prom=
 ise & grant to and with ye Sd John Crocker
 his heirs and assigns that at ye Time of
 Ensealing & Delivery of these presents I have full
 power Just Right and Lawful Authority to
 give grant Sell and Confirm to ye Sd John
 Crocker his heirs and assigns for ever all ye
 forementioned bargained premises According
 to ye True Intent & Meaning of these presents
 & that ye Sd premises are be and Shall Con=
 tinue to be Clearly Acquitted Exonerated and
 Discharged or Otherwise Upon Request Suffi=
 ciently Saved and kept harmless of and from
 all former gifts grants Sales tittles & Incumbran=
 ces whatsoever had Made Committed Done or
 Suffered or to be had Made done or willingly
 Suffered by Me My heirs Executors administra=
 tors or assigns or from by or under us or any
 of Us & that It Shall or May be Lawfull to &
 for ye Sd John Crocker his heirs and assigns
 or any of them by themselves or their attorney
 to Enroll these presents or Cause them to be En=
 rolled In his Majestys Court at Plymoth or any
 other place of Records According to ye Usual
 Way and Manner of Recording & Enrolling Evi=
 dences In Such Case provided In Witness
 whereof I have hereunto set My hand and
 Seal this tenth Day of February Anno Domini
 one Thousand six hundred sixty & Eight

Abraham Blish & a ○ Seal

The within & above Mentioned Abraham Blish
 Came personally before Me ye Date abovesd
 & acknowledged this to be his Act & Deed

It Attest Thos Hinkley Assistant
 Signed Sealed & Delivered In presence of
 William Crocker Henry Tayler

This is a True Coppy taken out of ye original
Deed Examined & Entered ye 26 of February
1668 Ita Attest predict Thos^d Hinkley.

1: 84

Whereas at a Town Meeting held In
Barnstable January 14, 1691/2 It was agreed to
& voted that ye Common Meddow should be
divided to Such as have a Right thereunto;
and a Committee Chosen to Determine to
whom & how much Every Mans Right is; as
May In S^d Act More at Large appear In pur=
suance whereof S^d Town proceded untill they
had Made Choice of Governour hinkley,
Ensign Shobal Dimock, Capt John Gorham,
Sam^l Hinkley Sen. Melatiah Lothrop Mr.
Barnabas Lothrop Mr. John Otis Lieut. James
Lewes Lieut. John Howland Edward Lewes,
& Eleazer Crocker to be a Committee to deter=
mine as afores^d & accordingly we who have
hereunto Subscribed, have Upon perusal of
ye several orders of S^d Town and having Ref=
erence thereunto with Common Equity have
Determined that ye Right of Each particu=
lar person is & for Ever hereafter shall be,
according to ye number of acres or quantity
that is by figues annexed to y^r Several Names
& so the whole of S^d Common Meddow to be
divided proportionally to all Except Such
who are to have No addition.

Dated January 30 1693/4

	Acres		Acres
Mr. Thomas Hinkley	4.	Eleazer Cob	2.
Samuel Hinkley Jur.	3.	Elder Chipman	3.
John Hinkley Jur.	2.	Sam ^l Chipman	3.
Nathaniel Bacons heirs	3.	James Gorham	5.
Jeremiah Bacon	3.	Cap John Gorham	4.
John Bacon	2.	Cap Lothrop	6.
Sam ^l Bacons Children	1.	Sam ^l Barker	4.
Sam ^l Cob	3.	John Annable	3.
Jonathan Cob	3.	Joseph Bearse	2.

	Acres		
James Bearse	4.	Jedediah Jones	2.
Robert Sherly	2.	Matthew Jones	2.
Joseph Blish	4.	Ralph Jones	1.
John Bacon In		John Jones	1.
Blishes Tenement	1 1/2	Samuel Annable	3.
Lieut James Lewes		Henry Tayler	2.
In same Right	3/4	Josiah Davis	3.
Nathaniel Bacons		Ebenezer Lewes	2.
heirs ye Same	3/4	Samel Parker	3.
Eleazer Crocker	4.	Daniel Parker	3.
Joseph Crocker	4.	Benjamin Parker	1.
Mr. Samel Allen	4.	Elisha Parker	1.
Thomas Allyn	3.	John Fuller	4.
Samel Allyn jur	2.	Peter Blossom	4.
John Casly	2.	Thomas Blossom	2.
Isaac Chapman	4.	John Otis In	
Thomas Lothrop sen	3.	Rowlies Right	1.
Melatiah Lothrop	5.	Increase Clap in	
Thomas Lothrop jur	2.	Rowlys Right	2.
Barnabas Lothrop Esq	5.	Benjamin Lumbart	4.
Barnabas Lothrop j	2.	Joshua Lumbart	3.
John Lothrop Jur	2.	Jonathan Lumbarts	
John Goodspeed	5.	Successors	1.
Ebenezer Goodspeed	4.	Jonathan Linnel	2.
Nathaniel Goodspeed	2.	John Linnel	2.
Thomas Huckens	7.	Samel Lewes	2.
John Scudder	3.	James Lewes	2.
1: 85 Matthew Fuller	3.	x Lieut James Lewes In	
Joseph Fuller	2.	his own & Mark Ridlys	
John Davis Sen	2.	Right	5.
John Davis Jur	2.	Thomas Jenkins	3.
Samuel Davis	2.	Joseph Jenkins	3.
Benjamin Davis	2.	Samel Serjant	3.
Doller Davis	2.	William Dexter	3.
Jabez Davis	2.	Stephen Dexter	2.
Joseph Davis Vid	2.	Phillip Dexter	2.
John Tompsons		Lieu John Howland	4.
Successors	5.	Isaac Howland	2.
Samuel Lothrop	2.	Edward Lewes	3.

	Acres		
Eleazer Lewes	2.	Samel Hinkley sen	6.
John Lewes	2.	Benjamin Hinkley	2.
Thomas Lewes	2.	John Phinny Senr	5.
James Cob	6.	John Phinny Jur	2.
James Hamlin sen.	5.	Jedediah	
		Lumbart Sen	3.
Eleazer Hamlin jur	2.	Jedediah	
		Lumbart jur	2.
James Hamlin jur	2.	Joseph Hallet	1.
John Crocker Sen.	4.	John Otis	5.
Jonathan Crocker	2.	Dr. John Fullers	
John Crocker	2.	Successors	3.
Joseph Crocker	2.	Samel Stores	3.
Barnabas Fuller	3.	Edward Tayler	3.
Thomas Fuller	3.	John Hinkley	7.
Jabez Fuller	2.	John Hamlin	4.
Thomas Lumbart Sen.	3.	Jacob Tayler	1.
Thomas Lumbart Jur.	2.	Isaac Tayler	1.
Timothy Fuller	1.	Deacon Job Crocker	7.
Matthias Fuller	1.	Josiah Crocker	7.
James Coleman	2.	John Bursley	5.
Edward Coleman	2.	George Lewes	5.
Jabez Lumbart	3.	Mr. John Lothrop sen	4.
John Jenkins	1.	Jabez Lewes	2.
Benjamin Fuller	2.	Timothy Dimock	1.
Samel Lewes from his Uncle	1.	These to have No Addition	
Bernard Lumbart	2.	To the Ministry	6.
John Lewes In his		Allion Nichols	2.
Uncles Right	1.	Mr. James Whippo	2.
Thomas Hinkley		Richard Childs	3.
Successors	2.	Joseph Bodfish	3.
Samel Norman	2.	Joseph Benjamin	2.
Ensign Dimock	4.	John Dunham	2.
Thomas Dimock	2.	Thomas Ewer	3.
John Dimock	2.	James Pain	1.
Mr. Smith	3.	John Issum	1.
Ichabod Smith	2.	Robert Claghorn	1.
Joseph Smith	2.	Shobal Gorham	1.
Israel Hamlin	1.	Bartholomew Hamlin	4.
John Huckens Vid.	1.	Eleazer Hamlin Sen	3.
		Capt. Fullers Successors	2.

Barnabas Lothrop John Howland James Lewes
 Edward Lewes John Otis Eleazer Crocker
 Samuel Hinkley John Gorham Melatiah Lothrop

At a Town Meeting February 8th 1793/4
 Voted that all persons that are Dissatisfied In Reference to what ye Late Committee hath done In order to ye Division of ye Common Marsh Shall appear to ye Town Clerk and their Enter their Names as parties Aggrieved that So they May have their Remedy which Entry Shall be Made within fourteen Days and all who Shall Neglect so to do Shall for ever hereafter be without any Remedy.

- 1: 86 here follows a List of ye names those persons That found themselves aggrieved and Unsatisfied with ye Division of ye Common Marsh or Meddow as it was Divided by ye Late Committee bearing date ye 30 of January 1693/4 With ye Time when they Entered their Names.

Imprimis Thomas Hucken Feb 12, 1693/4
 Feb 13, 1693/4

Edward Coleman John Davis Sen.
 Feb 14, 1693/4

Shobal Claghorn Thomas Lumbart jur.
 Son of Thos Lumbart Sen.
 Feb 15, 1693/4

Jonathan Linnel, John Davis Jur. Daniel Parker
 Feb 20, 1693/4

Jonathan Hallet, Timothy Fuller, Matthias Fuller, John Jones, Ephriam Jones, Richard Childs, Thomas Ewer.
 Feb 21, 1693/4

John Pain, John Scudder, James Hamlin Senr
 John Hamlin, Samuel Hinkley J. Jonathan Hamlin, John Lovel Senr John Jenkins, Joseph Hallet, Joseph Lothrop, John Bursley, Jedediah

Jones John Goodspeed

Feb 17, 1693/4

Ralph Jones, Sam^l Jones, Allin Nichols & his
Sons.

Feb 19, 1693/4

Eleazer Hamlin, Jonathan Crocker, Jedediah
Lumbart Sen^r

Feb 20, 1693/4

Joseph Davis, Henry Cob, Isaac Tayler, Robert
Claghorn, John Linnel, James Coleman,
Joshua Lumbart, Ser James Cob, Jonathan Cob,
Sam^l Serjant, widdow goodspeed.

Feb 21, 1693/4

Joseph Blish, Jabez Fuller.

Feb 22, 1693/4

Sam^l Allyn Sen^r, Sam^l Annable, Jacob
Tayler.

Feb 23, 1693/4

Mr Thomas Hinkley.

Feb 26, 1693/4

Bartholomew Hamlin.

March 7, 1693/4

Shobal Gorham.

March 9, 1693/4

Joseph Benjamin.

At a Town Meeting March 21, 1693/4

Voted That Thomas Huckens & James
Hamlin jur. View Some Land at ye Desire of
Benjamin Lumbart of ye Town Commons
& some of S^d Lumbarts Land In order to Ex=
change with ye Town & to make Report there=
of to the Town.

Liberty granted by ye Town to Mr Russel
John Phinny Sen^r & Sam^l Wing to Set yr fence
across Some points of Upland of ye Towns Com=
mons at Sandy Neck for yr Ease of fencing In

ye Marsh at Sd Neck.

At a Town Meeting April 13 1694
Capt. Goreham & Capt. Lothrop ordered by ye
Town to Search ye Town Records to find how
much Land Benjamin Lumbart has Lying on
ye South Side of ye high way against the Meet=
ing house and for so much Land as they find
their of Sd Lumbart to Lay him out so much
Land at ye head of Mr. Russells Lott; (as Sd
Lumbart Desires) & ye Aforesd Land to Lye for
Common.

1: 87

At a Town Meeting February 22 1694.5

Voted by ye Town to Chuse three Men to
Lott out all ye Common Marsh according to
Such Instructions as Shall be given them by ye
Town In pursuance to what was proportioned
to Each particular person by ye Late Committee

Voted Samuel Hinkley youngest Joseph
Fuller, Samel Jones, John Linnel, James Cohoon
& Joseph Crocker Jur. ~~be~~ admitted Townsmen.

Mr Barnabas Lothrop senr Lieut James Lewes,
Serjant Jabez Lumbart Chosen by ye Town to
Lay out In Exchange Some of ye Towns Com=
mons with Samel Stores for Some of his Land
for quantity & quality according To Town grant
bearing Date 4 March 1691/2.

At a Town Meeting March 14, 1694.5
Thomas Phinny, Jonathan Hamlin & Thomas
Bump admitted Townsmen.

At a Town Meeting April 11, 1695
Lieut James Lewes, Ensign Dimuck, Jabez
Lumbart & James Goreham were Chosen and

appointed to Run ye Line between this Town and Yarmoth; with Yarmoth Men & to take Special Notice of ye Bounds.

July 31, 1695 Shobal Claghorn, Thomas Crocker, Same^l Crocker & Hope Lothrop admitted Townsmen.

Barnstable ye 29 of March 1695
According to an act of ye Town at a Town Meeting March 4 1691/2 and at a Town Meeting Feb 22 1694/5 where it was granted That Same^l Stores Laying down Some of his land to ye Town they would Exchange & he Should have for it so Much as for quantity and quality of ye Towns Land as Should be bounded out to him by Barnabas Lothrop Lieut James Lewes, & Serjant Jabez Lumbart. Now Know ye that We S^d Lothrop, Lewes & Lumbart having Viewed ye Neck of Land and Meddow Lying and being at South Seas In Barnstable afores^d that S^d Samuel Stores had Laid down to ye Town to bound out In Lieu thereof to him S^d Same^l Stores: Land Lying to the North west of S^d Neck of Land bounded as followeth Southerly by two pine trees Marked Standing together on ye Edge of ye Upland Neer ye Meddow next to ye Neck of Land Laid down as afores^d Ranging Westerly to a pine tree marked Standing at ye head of a Cove of Marsh & so Ranging to another pine tree Marked Standing at ye head of another Cove of meddow & from thence Ranging to another pine tree Marked Standing by a Cart way Side from thence Ranging to another pine tree Standing in or Neer ye Middle of a Swamp so Ranging to another pine tree Marked & from thence to

another pine tree Marked Standing Eighteen Rods from ye fence of his field then Ranging Easterly to a Red Oak tree Marked on two Sides then Ranging Southerly to a pine tree Marked on two Sides from thence to ye Corner of a fence.

The abovesd Land which Was Viewed by ye Men Ordered thereto & Laid down by Sd Stores is all that Neck of Land Lying at ye South ward of a fence that Rangeth Neer ye Middle of two Salt Water ponds & So Ranging over a pond to a Ditch fence & So Easterly to ye harbor
Barnabas Lothrop, James Lewes Jabez Lumbart - Samuel Stores.

At a Town Meeting March 18 1695/6.
James Cob, David Loring, Jacob Tayler Admitted Townsmen.
as also then granted Benjamin Davis About an acre of Land adjoyning to the Land he bought of Black Daniel at Cockachoiset Lying within ye Ditch.

- 1: 88 as also then Voted by ye Town that there Should be a pound built by ye Select Men & Set up within a Mile of Lieut. Howlands house where they Shall See most Convenient & Charge it to the Town who is to Satisfy for ye Same by Rate, Sd pound Not to Exceed two Rod Square.

As Also then voted that Mr. Otis & Mr. Daniel parker Should View a parcel of Land that Josiah Crocker would Exchange with ye Town and Make Report of it to ye Town

At a Town Meeting ye 15 of May 1696
James Lovel admitted a townsman.
Then also voted y^t Mr. Otis Daniel Parker & Deacon Crocker Should take a view of a parcel of Land John Annable would Exchange with ye Town &

Make Report thereof to ye Town In order thereunto

Mr. Barnabas Lothrop & Capt. John Gorham Chosen and added to Lieut. James Lewes Jabez Lumbard Ensign Dimock & James Gorham who were formerly appointed to Run ye Line betwixt us and Yarmoth as to our former Bounds

At a Town Meeting 24 of June 1696
Then also ye Request of John Annable granted by ye Town Referring to ye Exchange of 6 or 7 acres of Land with ye Town ye Land being Viewed by the Men appointed at a Town Meeting ye 29 of April 1696 They having Made Report thereof to ye Town.

As Recorded
page 71

At a Town Meeting ye 29 of July 1696
Then voted by The Town that ye Select Men Should Acquaint ye Yarmoth Select Men that In Case they will Run ye Line betwixt our Town and Yarmoth as ye bounds were formerly fixed by ye Trees already Marked; they are and Shall be Ready to attend ye work; otherwise they Shall not act upon that account we having enjoyed it by these bounds Neer about 50 years.

Then also Lieut James Lewes & Mr James Gorham were Chosen to View a parcel of Land that Jabez Lumbart would Exchange with ye Town & Make Report thereof to ye Town In order thereto.

At a Town Meeting December 23, 1696
voted that Mr. Otis Should have a piece of Upland of forty foot square Lying at Rendezvous Creek on ye South Side of ye Cart way which Leads to Sd Creek & adjoining to ye Same & on ye East Side of a Small Clump of Brush Neer Sd Creek with Liberty to Erect a warehouse

on ye Same Not Infringing on any Mans particular Interest Sd Land to Remain to Sd Otis his heirs and assigns so Long as it Shall be Improved for ye Above Sd Viz to Erect & Continue a warehouse thereon

At a Town Meeting Octo^r 21 1696
granted to Bernard Lumbart 4 acres of Upland of ye Towns Commons by way of Exchange Lying Neer ye Lands of Jabez Lumbart his Father so as that Jabez Lumbart Lay down four acres of his own Land to ye Towns Commons for ye Towns Use In Lieu thereof.

At a Town Meeting 28 of Octo^r 1696
Ebenezer Phinny & Benjamin Lewes admitted Towns man.

Octo 30, 1696 Thomas Phinny admitted Towns Man.

Wheras ye Town granted to Lieut. John Howland In Lieu of a Town Highway Throug his Land in= to ye woods two acres of Common Marsh at a Town Meeting ye 11 of Feb 1686 the Sd Meddow Laid out by Bernard Lumbart & James Lewes according to ye bounds following from a Little Creek that Runs out of ye Creek at ye foot of his own marsh Northerly 8 Rods then Easterly to ye Main Creek Called ye Spring Creek & So butting to ye Sd Creek to ye first Stake

ye 6 of January 1696/7

this is as it was given in ^ witnessed by
James Lewes Sen^r

pr Samel Allyn Town Clerk

- 1: 89 The bounds of ye Land granted to Benjamin Davis 29 April 1696 - - as page 87
by ye Town Containing about an acre be it More or Less bounded as it was given under ye Land Measurer his hand ye 19 of March 1696 Joyning to his land at Cocachoiset as followeth

Easterly by a Ditch & Northerly by a Cedar Swamp
& Westerly by his own Land & Southerly by his
Own Land.

As Attest Samuel Allyn Town Clerk.

At a Town Meeting ye 21 of October 1696
Granted to Bernard Lumbart 4 acres of Upland
of ye Towns Commons in Way of Exchange
bounded as followeth that is to Say Northerly
by ye Lands of Josiah Davis & partly by ye
Commons, & Easterly Westerly & Southerly by
ye Commons.

The Land which he lays down In Lieu there=
of Lays at ye Easterly side of ye head of
Jedediah Lumbart his Land.

At a Town Meeting ye 30 of Octobr 1696
The Committee Chosen to proportion Each
Mans Right In ye Common Meddow Upon
ye Debate of Such as were agrieved Concern=
ing ye proportion which was allotted to
Each particular person In ye Same did Ten=
der an arbitration According to ye power
Committed unto them According to ye True
Intent & Meaning of ye Same Referring to a
former Act of ye Town bearing Date ye 14 of
January 1691 which Sd Town do Explain to be
that Arbitrators So Chosen Shall have power
to Confirm Alter or Amend as they Shall See
Cause; So that they do proceed to Make a fi=
nal Settlement of Sd Commons In Way of Di=
vision . the agrieved parties Above Sd Made
Choice of Major Mayhew & ye Committee
Abovesd Made Choice of Mr Samuel Sprague
for to Arbitrate & Determine as abovesd with
all Convenient Speed ye abovesd Choice and
appointment of Sd Arbitrators & power given
them was Also yn Voted by the Town by
full Consent.

At a Town meeting ye 12 of January 1696/7
 Voted by ye Town yt ye Charge that hath
 or Shall Necessarily Arise about ye proportion=
 ing & Laying out ye Common Marsh In this
 Town Shall be paid by Each proprietor Accord=
 ing to his Several proportion which Shall be
 allowed by ye present Arbitrators.

Then also voted and Enacted by ye Town
 that Esqr Lothrop & Mr. Otis Should take ye
 Account of ye Above sd Arbitration & to Satis=
 fy ye Same and ye Town to Repay it to them
 again.

Farther It was then Enacted by ye Town
 and Unanimously voted that In Reference
 to Laying out ye Common Marsh It Shall
 be in ye Liberty of Every proprietor hereafter
 to have free Egress & Regress to Cut ye Grass
 Make ye hay & Carry of ye Same off his par=
 ticular Allottment or allottments Over any
 Other Allottment Either for person or Trams
 provided always that Every person So passing
 have Respect therein to go where It May be
 lest prejudicial to ye owner of Sd Respective
 Lot or Lotts & best Suit his occasion to pass
 over with Teams as Need May Require and that
 allowance be Made in Such Lotts where there
 is Occassion to pass over with Teams

At a Town Meeting Orderly Called ye 10
 Day of Feb 1696/7

Mr. Barnabas Lothrop Chosen Moderator for
 that Day then Voted by ye Town to Choose
 three Men to Determine and Settle ye bounds
 betwixt ye Commons & particular Mens Lotts
 of Marsh or Meddow where they Shall See
 Occassion according to Equity and Right with
 out partiality.

1: 90 The Town then Made Choice of Esq. Lothrop
 Mr. Otis & Daniel Parker Left Lewes added to

the three Men above sd by vote ye Last of March 1697 to Settle ye bounds as above sd.

Then also voted to allow them three Shillings pr day while about sd Service.

Also then voted by ye Town to Raise 20 £ by Rate to Defray ye necessary Charge that hath been already Contracted & ye Remainder to be disposed of as the Town Shall See Cause In Reference to ye ordering affairs Concerning ye Common Marsh or Meddow & to be paid unto ye Select Men for ye End above Sd

Then Voted that Mr. Hinkley & Esqr Lothrop with ye Town Clerk Should attend to give Meeting to Such as Claim Interest In ye Common Meddow by Virtue of ye award & Determination given in by ye Late Arbitrators Chose for that End to Settle yt affair to hear their Claim & accordingly to Determine The Time and place then appointed to Meet was ye 18 of February 1696/7 about 10 of ye Clock at Meletiah Lothrops house.

Then also It was Desired and Voted that Esqr Lothrop Mr. Hinkley Mr. Otis and Mr. Daniel Parker Should Consider & draw up Some thing to propose and Lay before ye Town In order to ye More Ready Carrying on of ye work of Dividing ye Common Meddows.

To all Christian People to whom these presents Shall Come Major Matthew Mayhew of Edgartown & Same Sprague of Marshfield Gentlemen send Greeting.

Know ye that whereas the Inhabitants freeholders of ye Town of Barnstable In ye County of Barnstable In New England have Chosen

Nominated and appointed as ye Sd Matthew Mayhew & Same^l Sprague In a Controversy and Discord among Sd Inhabitants freeholders hap= pening of and Concerning Certain Meddows or Marsh Lying within ye Sd Township Con= cerning ye Division of Sd Meddow or Marsh that ye same might be divided parted and allotted as of Right Justice and Equity ought to be.

we ye Sd Arbitrators having taken upon us ye Charge power & trust Committed to and in us Reposed by Sd Town; & having deliberately heard weighed & Considered ye Several Allegations and pleas by ye Concerned brought before us for ye appeasing of sd Difference and Discord & final determining & Settling ye Several Rights propriety & Estates which of Right is & ought to be in sd Common Marsh or Meddow Sev= erally holden have and do by these presents agree Conclude award & finally determine yt ye Right & propriety of Sd Owners & partners In Sd Meddow or Marsh is & of Right ought to be & Shall for Ever be and Remain Accord= ing to a writing and Schedule hereto annexed & affixed Containing ye Several Names of Sd Inhabitants freeholders to whom ye Sd Meddow or Marsh did as In Common belong whose several parts and proportions We Sd arbitrators have in figures Set over against their Several Names In Sd Schedule and writing to these presents Affixed and Annexed Sd figures declar= ing ye number of acres of Right belonging and by us Sd Arbitrators given and Award= ed to ye persons whose Names are prefixed to Sd figures, & whereas we Sd Arbitrators In Sd Schedule have not annexed ye Names of Several young Men whose Names Cannot at present be obtained we do by this our Instru= ment of award; Declare Determine and award that Each and Every Male person born within

ye Sd Town; although his or their Names be not so Affixed being on ye Date of this Present Instrument of award of ye age of 24 years & married and Inhabiting within ye Town of Right ought to have to Each person one acre of Meddow or Marsh & do award ye Same to Every Such person as firmly as if his Name were In Sd Schedule Set down.

1: 91 & whereas It is Justly Supposed yt ye Sd Common Meddow or Marsh Intended to be divided & to us Sd Arbitrators therof Committed as aforesaid x Containeth a greater number of acres yn we Sd arbitrators In Sd Schedule have Set down and by these presents awarded We do therefore determine order; and award for a final Issue End and Determination of Sd Difference and Discord that all and Every Sd Meddow ought to be and we award to be divided according to ye Several Proportion and proportions in and by this our Instrument of award and annexed Schedule Set down and Limited provided always that this our Award Shall not nor doth Intend to bar nor be improved to ye prejudice of any who have Right or Interest in or to Sd Common Meddow by Virtue of any Deed or Conveyance Made before the Date of this Instrument of award wherby any Right of Common was Severed from ye Lot or Tenement of any present possessor or Possessors of such Lott within Sd Town, Nor that this our award Shall be Construed Taken Nor be to ye prejudice or Claim of any person or persons not Named or Intended plainly In your award.

In Testimony whereof We Sd Arbitrators have to this Instrument of award Subscribed and affixed our Seals and to the Schedule therto annexed subscribed our Names this twelfth Day of January Annoq Domini one Thousand six hundred Ninety and six Alias 97.

Mathew Mayhew Seal ○
Same^e Sprague Seal ○

Names		Acres	Names		Acres	
Mr Thomas Hinkley		5	Eben ^r Goodspeed		4	
Samel ^e Hinkley j		3	Nathel ^e Goodspeed		2	
John Hinkley j		2	Thos ^e Huckens		7	
Heir Nath Bacon		3	John Scudder		3	
Jeremiah Bacon		3	Matthew Fuller		3	
John Bacon		2	Joseph Fuller		2	
heirs Samel ^e Bacon Des ^d		1	Thos ^e Lothrop jur		2	
Samel ^e Cob		3	John Goodspeed		5	
Jonathan Cob		3	Thomas Lewes		2	
Eleazer Cob		2	James Cob		6	
Henry Cob		2	James Hamlin Sen ^r		5	
Elder John Chipman		3	Eleazer hamlin jr.		2	
Samel ^e Chipman		3	James Hamlin j		2	
James Gorham		5	John Crocker sen ^r		4	
Capt Gorham		4	Jonathan Crocker		2	
Capt Lothrop		7	John Crocker jur		2	
Samel ^e Baker		4	Joseph Crocker		2	
John Annable		3	Barnabas Fuller		3	
Joseph Berse or			Thomas Fuller		3	
Successors		2	Jabez Fuller		2	
James Berse		4	Thos ^e Lumbart sen.		3	
Robert Shelly		2	Thos ^e Lumbart jur		2	
Joseph Blish		4	Timothy Fuller		1	
In	{	John Bacon	1 1/2	Matthias Fuller	1	
Blishes		Left Lewes	1	James Coleman	2	
Right		Nath Bacons Heirs	1	Edward Coleman	2	
Eleazer Crocker		4	Jabez Lumbart		3	
Joseph Crocker		4	John Jenkins		1	
Samel Allyn Sen ^r		5	Benjamin Fuller		2	
Thomas Allyns Heirs		3	Samel ^e Lewes in his			
Samel ^e Allyn jur		2	Uncles Right		1	
John Casly		2	Bernard Lumbart		2	
Isaac Chapman		4	John Lewes his			
Thomas Lumbart Sen		4	Uncles Right		1	
Esqr Lothrop		5	Thos Hinkleys Success		2	
Barnabas Lothrop jur		2	Samel Norman		2	
John Lothrop jur		2	Ensign Dimock		4	
Melatiah Lothrop		5	Thos ^e Dimock		2	

Names	Acres	Names	Acres
Jno Dimock	2	Ebenezer Lewes	2
Mr Smith	3	Samel Parker	3
Ichabod Smith	2	Daniel Parker	3
Jos Smith	2	Benjm Parker	1
Samel Hinkley Sen.	6	Elisha parker	1
Benja Hinkley	2	John Fuller	4
John Phinny Sen.	5	Peter Blossom	4
John Phinny j	2	Mr Otis In	
Jededia: Lumbart Sen.	3	Rowlys Right	1
Jedia: Lumbart Jur	2	Increas Clap in ye Same	2
Jos Hallet	1	Benj Lumbart	4
John Otis	5	Joshua Lumbart	3
John Fuller Decsd	3	Jonath Lumbart	
Samel Stores	3	Successors	1
John Hinkley	7	Samel Lewes	2
Edward Tayler	3	James Lewes	2
John Hamlin	4	Jona: Linnel Success	2
Jacob Tayler	1	John Linnel	2
Isaac Tayler	1	Left. Lewes in his own	
John Davis Sen.	2 1/2	& Mark Riddly Rigt	5
John Davis jur.	2	Thos Jenkins	3
Sam Davis	2	Jos Jenkins	3
Benja Davis	2	Samel Serjant	3
Doller Davis	2	William Dexter	2
Jabez Davis	2	Stephen Dexter	2
Joseph Davis	2	Phillip Dexter	2
John Tompsons	5	Left Howland	4
Successors		Isaac Howland	2
Tim Dimock	1	Edward Lewes	3
Samel Lothrop	2	Eleazer Lewes	2
Jedia Jones	2	John Lewes	2
Matthew Jones	2	Deac. Job Crocker	7
Ralph Jones	1	Josiah Crocker	7
John Jones	1	John Bursley	5
Samel Annable	4	George Lewes	5
Henry Tayler	2	John Lothrop Sen	4
Josiah Davis	3	Jabez Lewes	2
Joseph Davis	2	Mr. Russel	4

Allin Nichols	2	John Rowly	1
Mr Whippo	2	James Cob	1
Richard Childs	2	Jose Hinkley	1
Jos: Bodfish	3	Thomas Phiny	1
Jos: Benjamin	2	Nath ^l Crocker	1
John Dunham	2	Jos Blossom	1
Thos Ewer	2	Thomas Crocker	1
James pain	1	Son of Josiah Crocker	
John Isham	1	Samel Crocker	1
Robert Claghorn	1	Son of Job Crocker	
Shobal Gorham	1	Samel Goodspeed	1
Ephriam Jones	1	Eben Phinny	1
Samel Jones	1	Jona Hamlin	1
Bartho: Hamlin	4	Joseph Lothrop	1
Eleazer Hamlins	3	Shobal Howland	1
Israel Hamlin	1	Hope Lothrop	1
John Huckens	1	Barnabas Lothrop	1
Cap Fullers Successor	2	Joseph Allyn	1
Thomas Lumbart		Nath Bacon	1
son of Jedia Lumbr ^t	1	Shobal Claghorn	1
Nath Lothrop	1	Widdow goodspeed	1
Samel Hinkley		for Ben Goodspeeds heirs	
Son of Jno Hinkley	1	Benjm Lewes	1

Matthew Mayhew, Samel Sprague.

Examined and Duely Compared with ye Orig=
inal & Entered ye 3 of August 1697

p^r Samel Allyn Town Clerk

1: 92 At a Town Meeting 6th of May 1697
voted for ye Speedy perfecting of ye Division of
ye Common Marsh that there be three Men
Chosen who Shall have power and are hereby
Directed to Lay out all S^d Marsh or at Least
so much of it as they Can Conveniently bring
into one Division observing ye following Meth=
od Viz - -

to Lay it out in six acre Lotts & Such of S^d Lotts as Shall be Laid Out In ye best of S^d Marsh Shall have Exact Measure & no More but all other of S^d Lotts which Shall be Laid out In Such marsh as Shall be Meaner In ye Judgment of Said persons that Shall Lay out ye Same Shall have a proportionable allowance thereunto according to ye Degree of it So that Every Lot may be of Equal value both for Quantity & quality duely Considered and for as much as ye proprietors of S^d Marsh have not an equal Interest but do much Differ as to ye Number of acres allowed them as may appear on ye Town book &c. It is therefore Ordered that those persons that have Less than six acres allowed them shall have y^r Respective proportions with some Neighbour or Neighbours & Every person that hath Just six acres for his Allowance as aboves^d Shall have his share In Severalty as it may fall to him or them by Lot or Choice hereafter Express^d & those proprietors that have More than six acres allowed as aboves^d shall have ye Remaining part thereof with Some Neighbour or Neighbours as afores^d In ye other Case & In both S^d Cases where there Shall be need to Joyn In partnership It Shall be determined by a List Drawn by S^d Measurers who Shall be partners they always having Respect to Joyn Such In partnership who Dwell Neer together or are of Kindred & gratify all persons as much as they Can Conveniently In Complying with their desires In that matter and where It Shall Happen that there are divers proprietors Joyned to Receive one six acre Lot that In drawing Lotts for Choice which Shall by ye Method that Shall be Taken after there Shall be So many six acre

Lotts Laid out as will accommodate all ye
 S^d proprietors according to ye Number of acres
 Mentioned or Intended In ye award of ye Late
 Arbitrators. S^d Respective Lotts Shall be drawn
 In ye Name of Each or all of them. And Such
 as are to have six acre Lotts in y^r own Name
 and for ye S^d Method of proceeding after ye
 Several Lotts are Laid out as Above S^d It Shall
 be as followeth Viz - there Shall be so many
 bitts of paper Cut In a Long Square In Open
 Town Meeting as there Shall be Lotts in Num=
 ber and Every paper Shall be Distinguished
 one from another by figures beginning at
 (1) one and So Asscending to (1-0-0-&c) In Number
 which shall agree with ye Number of six Acre
 Lotts Laid Out. then Shall S^d papers be folded
 together and Mixed that ye figures thereon are
 not discernable In drawing of ye Same whereupon
 a Meet person Shall be Chosen to draw all S^d
 Lotts or papers Containing ye S^d Lotts and as
 ye proprietors Shall be Named In a List drawn
 by S^d Measurers & are Called by Turn So Shall
 their Lotts be Drawn Read & Entered In ye Town
 Book that So the person or persons In Whose be=
 half Each Lot is Drawn May and Shall have
 their Choice according to y^r Turn by Lot which
 is Determined to be according to ye Number on
 expressing the Number thereon

- 1: 93 S^d papers or figures^x & to ye Intent ye Work be
 not Hindered It is farther ordered that where
 there are divers partners In one Lot & they do
 not unanimously agree as to the Choice of their
 Lot It shall be In ye Liberty of him or them
 that hath ye greatest Interest therein to determine
 where S^d Respective Lot Shall be taken up as
 It may fall to them by turn of Choice as
 above S^d and when an Equal Interest or any
 other Cause whatsoever Shall hinder any person
 or persons from making their Choice where their
 Lot shall be taken up as it falls to him or them

by Turn as above S^d then ye person that was appointed to Draw S^d Lotts Shall make Choice also In ye behalf of him or them that Shall Refuse or Neglect to Choose for themselves as afores^d and there Shall be one weeks time Allowed for persons to over look S^d Lotts after they are Laid out & Lotts Drawn before any Shall be Compelled to Make Choice After which time being Expired there Shall be a general choice forthwith Made by ye proprie=
tors themselves or by such person as Shall be appointed to Draw Lotts as afores^d and as there is a Choice Made of S^d Lotts Respectively So Shall there be an Entry Made also of ye Same, A List with ye Number of Each Lot as it is Chosen, and ye person or persons for whom it Shall be Chosen which S^d List Aft=
er ye Lotts are Chosen & Settled Shall be Re=
corded in ye Town Book & for as much as there May be occassion for Stake for Boundaries for S^d Lotts whereon ye Number of Each Lot Shall be Expressed by figures; therefore those persons as Shall be appointed to Lot out S^d marsh Shall also have power to Engage in the proprietors Behalf for ye Defreying that or any other Necessary Charge that May be Ex=
pended in order to Hasten S^d Work & the persons that Shall be Chosen and appointed to Measure & Lot out S^d Marsh & do Except of S^d betrust & perform y^r Service & diligently Attend ye Same Shall have four Shillings per Day for y^r Service & S^d Measurers Shall keep as Exact Account as they Can of Every 10, 15 or 20 Lotts of ye Manner of y^r Lying ye place where & Number of ye Same In order to a general Choice as above s^d which Shall be in open Town Meeting.

At a Town Meeting 6 of May 1697
 Then Voted that wheras Barnabas Lothrop Esqr
 Left Lewes Daniel Parker and Mr. John Otis
 were Chosen and Impowered to Settle bounds
 between ye Common & Lotted Marsh; the Town
 being of opinion that it will be Most Suitable
 for Such as are Chosen to Lot out the Com=
 mon Marsh also to Bound ye Same & Do accord=
 ingly Impower Said persons to accomplish Sd
 Work that are Chosen to Lot out Sd Marsh as
 Above sd

At a Town Meeting 23 June 1697
 Then were Chosen by ye Town Vote Capt Gorham
 Mr. Otis & Daniel Parker for to Lay out ye Com=
 mon Meddows & Make division thereof; & to Set
 Bounds betwixt particular persons Lotts & the
 Commons & the Town to allow them 5^s pr Day
 Each of them for their pains for the time
 they Shall be Employed In Sd Work In finish=
 ing the Same.

At a Town Meeting 30 Sept^r 1697
 Chosen Capt Gorham & Samel Hinkley Sen^r to
 determine what Little Nooks & Corner May be
 Meet to allow those that have their Marsh on
 ye South Sea for their accommodation in order
 to ye fencing of ye Same at present.

Then also

Voted that if Mr. Otis would Defrey all
 ye Charges of Lotting out ye Late Comon Marsh
 & of Recording ye Same that he Should have 12^d
 pr acre In full Satisfaction which he accordingly
 Complied with.

1: 94 The Division & proportion of ye South Sea Med=
 dow Laid out to ye Men who after Subscribed
 for their whole proportion both of ye first & Second
 Division of ye Common Meddow In Barnstable

their Sd proportion Lying to ye Eastward of Thomas Lewes his Tenement.

Thomas Lewes two acres More or Less Lying against his own Meddow bounded Easterly by ye Creek Westerly by a Cartway as Sd Creek Running Northerly Up to a Spring and from Sd Spring Still Northerly Up to a Stake by ye Upland.

Doller Davis two acres More or Less bounded Westerly by Thomas Lewes Northerly by ye Upland Southerly by Chequaquit River Easterly by a Little Creek up to a Rock then taking in all ye fresh Cove of Meddow Northward.

Joshua Lumbart 3 Acres More or Less bounded Westerly by Doller Davis & Southerly by ye River Northerly by ye Upland Easterly by Stakes Down to a Cove then by Sd Cove into ye River.

Joseph Davis his Successors two Acres More or Less bounded Westerly partly by Joshua Lumbart & partly by ye Upland Northerly by a Brook Running into ye River Easterly by Chequaquet River.

John Linnel 2 Acres More or Less bounded Southerly by Joseph Davis successors Westerly by ye Upland Northerly by Stakes & Easterly by ye River.

John Phinny Jur. 2 Acres More or Less beginning Southerly by John Linnel Westerly & Northerly by ye Upland Easterly & partly Southerly by ye River taking in a narrow Skirt of Meddow on ye Contrary Side of Sd River Down against John Linnels Marsh.

Edward Lewes & His son John Lewes 4 Acres More or Less on ye East side of Chequaquit River and is bounded Easterly at ye Lower End by plain Hill to a Stake Standing there butting up Northerly In a Cove Against ye Upland & Running Westerly Round a point of Upland by ye River with one acre More of fresh Meddow Lying on ye Easterly side of plain hill & is bounded Easterly by ye fresh River or Brook two of above sd Acres was Taken in ye Right of Eleazer Lewes

Joseph Lothrop Jur. 3 Acres More or Less Lying on ye Eastward Side of Welles his Creek at Strawberry Hill beginning at ye Upper End & Running down to ye Southermost part of a great Salt Pond Neer ye poynt of Lewes his Neck & is bounded Easterly there by which three Acres was Laid out to Him.

Edward Coleman 6 acres More or Less two Acres In his own Right & two in Samuel Normans Right & two in Jonathan Linnells Right one part of Sd six Acres Lying on both sides of Shellys Cove so far as their grows Considerable Thatch where a Tree is Marked on Each side Standing on ye Upland Against Sd Thatch with all ye Cove of Marsh on both Sides ye Creek Lying between ye high hill Neck & the great Neck Burtting up Northerly against Tarpit Neck

- 1: 95 Also Laid out to ye South Sea Men hereunto Subscribing for y^r Second Division All the Meddow betwixt Shellys Cove and ye Mouth of Strawberry Hill Creek yet Remaining (Except the Thatchy flatts Lying between Leweses Marsh & ye Squaws Island) Including one Strip or Marsh on ye West side of Strawberry Hill Creek.

At a Town Meeting ye 12 of August 1697
 Mr. John Otis Chosen Moderator for ye Day by Vote
 the persons hereunto subscribing do accept of ye
 Marsh as it is Laid out to them for their whole
 Right According to ye Number of ye Acres afore
 Mentioned without any farther Claim or Demand
 (the Town Concurring herewith) as Witness their
 hands this 4th of August 1697 S^d Town allow=
 ing Liberty for ye fencing in of any Such
 Small points of Upland as are necessary for
 ye fencing of S^d Marsh & fenceing ye Same as
 Shall be set out to them by persons that shall
 be appointed by the Town Voted and allowed
 by ye Town ye Date Above s^d.

Edward Lewes.	Joshua Lumbart.
Doller Davis.	Thomas Lewes.
John Lewes.	John Phinny.
Widow Mary Davis.	Edward Coleman.
John Linnel.	Joseph Lothrop.

John Issum his two Acre Right of Marsh
 one of his own & one that Deacon Crocker be=
 queathed to him is bounded as followeth Ly=
 ing at Oyster Island one part thereof Taking
 in all ye Strips of Thatch & Coves of Salt Marsh
 Round ye Norwest point of S^d Island
 beginning at a Marked Tree Neer goodman
 Lovewells Marsh Including all ye Marsh Taken
 in by a strait Line from S^d Tree Westerly a=
 thwart to Cotuit River & one parcel of Meddow
 Lying between James Hamblins his Meddow &
 ye Trout Brook with a bit of Common at ye
 west End of Hamblins Marsh if any there be
 also a Little Island In goodspeeds River & two
 bitts of Meddow on Cotuit side against S^d
 Island.

This ye above S^d Issum Accepted of as ye
 full of his two acre Right In his first and
 second Division as Witness his hand - John Isum.

Voted by ye Town ye 12 of August 1697 & granted as above bounded.

The Records of ye Allotment of ye Late Common Marsh as followeth -

These 4 following Lotts Lay betwixt Fullers Creek & Scorton Creek -

- | | |
|---|--|
| 1 Lott
is
Deacon
Crocker. | bounded Westerly by Eleazer Crocker & Stephen Dexter there being a Range of Stakes down Northerly to Scorton Creek & Northerly by Sd Creek Easterly by ye 2 nd Lot as ye Stakes Stand, Southerly by ye Meddow of Matthew & Joseph Fuller there being a Cedar Stake Mark= ed 1 at ye Southeast Corner of Sd Lot. |
| 2 nd Lott
is Eleazer
Crocker
&
Partners. | bounded Westerly by ye first Lot as ye Stakes Now Stand Northerly partly by Scorton Creek & partly as Stakes Now Stand, Easterly partly as Stakes now Stand Ranging Southerly to a Stake Marked 2, then Extends South= erly by a Little Creek dividing from ye Widdow Hinkleys Marsh Southerly partly by ye Marsh of Eleazer Crocker & partly by ye Marsh of Matthew Fuller. |
| 3 Lot
is
Matthew
Jonesis | bounded Southerly by ye 2 nd Lott Westerly & Northerly by Scorton Creek, Easterly partly by Sd Creek & partly by Stakes one at ye South est [sic] Corner Marked III. |
| 4 Lot is
John
Crocker
Junior | bounded Westerly partly by ye Second Lot & partly by ye third Lott with ye Corner Stake of Sd third Lot Marked 4 on ye East Side Northerly & Easterly by Scorton Creek Southerly partly by Fullers |

& Partners Creek & partly by a Little Creek at ye foot of Widdow Hinkleys Marsh Run= ning up Southerly to a Cedar Stake.

1: 96 This Six following Lotts Lye between Scorton Creek & Eell Creek.

5 Lot is bounded Westerly by ye Triangle Lotts
Phillip Northerly by ye Eell Creek to a Cedar
Dexters Stake by sd Creek Ranging over Souther=
& ly to a Cedar Stake at a Bent of Scorton
partners Creek Marked **V** & then Southerly by Scorton
Creek Round to ye Stake at ye Triangle
Lotts

6 Lot is bounded Westerly by ye 5th Lott North=
Joseph erly by ye Eell Creek Easterly by two
Fuller Stakes one at ye Southeast Corner Stand=
& ing by Scorton Creek marked **VI** & Souther=
partners ly by Scorton Creek as it Runs Round
to ye Former Lott.

7 Lot bounded Westerly partly by ye Sixth
Capt Gorham Lot Northerly by ye Eell Creek Easterly
& partners and by Stakes one Standing by Sd Eell Creek
Joseph Fuller Ranging Southerly to a Stake Standing
& partners ye by Scorton Creek marked **VII** taking in
other half a Long point or Cove with a narrow
going in to ye Southwest & is surround
ed by Scorton Creek Southerly by ye West
Cedar Stake

8th Lott bounded Westerly & Northerly by ye Eell
Matthew Creek, Easterly by Stakes one at ye
Fuller South east Corner Marked **VIII** Rang=
& ing Westerly to Sd Eell Creek to a
partners Stake there Standing by a Little
Guzzel.

9 Lott
is Jabez
Lumbart
&
partners.

bounded Westerly by ye Eighth Lott,
Northerly by ye Eell Creek Easterly
partly by ye Eell Creek & partly by
Scorton River to a Stake Standing by
Sd River Marked **VIII** Ranging thence
Westerly to ye Corner Stake of ye Eighth
Lot.

10 Lot
Jedediah
Lumbart &
partners 1/2,
Josiah Crocker
ye other Half

bounded Northerly by ye 8th & 9th Lotts
Easterly & Southerly by Scorton River Wester=
ly by ye 7th Lott to a Cedar Stake Mark=
ed **X** which is marked **VII** on ye Other
side.

These two Following Lotts Lye to ye North=
ward of ye Eell Creek

11 Lot
Deacon
Crocker 1/2
this Lott
Matthew
Jones
ye other
Half.

bounded Westerly by Jedediah Jones
his Lot of Marsh Southerly by ye Eell
Creek to a Stake by Sd Creek at ye
South east Corner Marked **XI** Northerly
by a Small Creek at ye foot of Mr.
Skiffs Lott Easterly by a Stake Rang=
ing Southerly to ye Aforesd Marked Stake
at ye South east Corner.

12 Lot
Phillip Dexter
& partners 1/2
and John
Annable and
partners ye
Other half.

bounded Westerly by ye 11 Lot Southerly
& Easterly by ye Eell Creek Northerly
by two Cedar Stakes at a Narrow Nook
between ye Northern Creek & ye Eell
Creek ye Easternmost Stake Standing by
ye Eell Creek Marked **XII**.

These Six Following Lotts Lye between
Boat Cove Creek & Fullers Creek.

13 Lot
Mr Smith

bounded Southerly by Thomas Fullers
Marsh Westerly by Fullers Creek as
it Runs Round three Little points

&
partners
hath
this Lot

Northerly by Scorton River Easterly by two Cedar Stakes one by S^d Scorton River one Standing up Neer by ye South east Corner Marked **XIII** Neer ye foot of S^d Fullers Marsh

1: 97
14 Lott
This Lott
is Samel
Hinkley
Deceas^d

bounded Westerly partly by ye 13 Lott & partly by Scorton River Northerly by S^d River, Easterly by Stakes one Standing by S^d River Ranging Southerly to a Cedar Stake Neer ye South East Corner Marked **XIII** & Southerly by Thomas Fullers Marsh.

15 Lott
1/2 this Lott
is Samel
Hinkleys
Deceas^d & part=
ners Mr Smith &
partners ye other
1/2

bounded Southerly partly by Joseph Smiths Marsh & partly by Thomas Fullers Marsh Westerly by ye 14th Lott, Northerly by Scorton River, Easterly partly by Stephen Dexters Lott Down to ye Northwest Corner a Stake Marked **XV** & from thence to a Cedar Stake Standing by Scorton River

16 Lot is
Stephen
Dexters
&
partners

bounded Westerly by ye 15th Lot, Northerly partly by Scorton River & partly by Boat Cove Creek Easterly by Stakes one of Which stands at ye foot of Stephen Dexters Marsh at ye Southeast Corner of S^d Lott Marked **XVI** butting Southerly on S^d Dexters Marsh.

17 Lott
is John
Crocker
Sen^r
&
partners.

bounded Southerly on Stephen Dexters Marsh, Westwardly by ye 16th Lot Northerly on Boat Cove Creek Easterly by a Range of Stakes one at ye Southeast Corner Marked **XVII** which Stake Stands at ye Northeast Corner of S^d Dexters Marsh.

18 Lott
is John
Bursleys
&
partners.

bounded Westerly by ye 17th Lott North=
erly & Easterly by boat Cove Creek up to
ye Mouth of a Little Creek there Stand=
ing a Stake Ranging thence Westerly
to a Stake Marked **XVIII** which two
Stakes Make ye Southerly bound

The five following Lotts Lye between
the Eell Creek & Goodspeeds Creek.

19 Lott is
1/2 John Good=
speeds & part=
ners & Sam^l
Annables &
partners ye
other 1/2

bounded Easterly by James Pains
Marsh Southerly by Scorton River West=
erly by Eell Creek as it Runs Round=
ing to a Stake Standing by S^d Creek
Marked **XIX** & from S^d Marked Stake to
a Stake at James Pains Norwest
Corner.

20 Lot is
Jeremiah
Bacons
&
partners.

bounded Southerly by ye 19th Lot, Easterly
by Stakes one Stake Standing at ye South=
east Corner Marked **XX** Northerly by ye
Wid: Fullers Marsh, Westerly partly by
that Marsh which was Mr Skiffs Marsh
& partly by a Neck with a point of Med=
dow on Contrary Side of S^d Creek & is
bounded by two Stakes at a Narrow
going of to ye 12th Lott.

21 Lot is
1/2 Joseph
Crocker Sen^r
& partners
& Joseph Davis
& partners ye
other 1/2.

bounded Westerly by ye 20th Lot Norther=
ly partly by ye Wid: Fullers as Stakes
Stand by ye Edge of Goodspeeds Island
& partly by Shobal Jones & Caleb Nye;
Easterly by a Creek as it Runs Round
Southerly to a Stake at ye Southeast
Corner Marked **XXI** Thence Ranging
to James Pains Northeast Corner,
butting Southerly Upon S^d Pain & part=
ly Upon ye 19 Lot as Stakes Stand.

1: 98
 22 Lott is
 Jedediah
 Lumbart Senr
 & partners.
 bounded Southerly by Scorton River, Westerly
 by James Pain Northerly partly by ye 21
 Lot & partly by a Creek Running round
 a point to ye Eastward up to a Stake &
 from Sd Stake over Southerly to Scorton
 River to a Stake at ye South east Corn=
 er Marked **XXII**

23 Lot is
 Josiah
 Crockers
 bounded Southerly by Scorton River East=
 erly & Northerly by goodspeeds Creek
 Westerly by Stakes one Standing by Sd
 Creek & thence Ranging Over Southerly to
 a Stake by Scorton River Marked **XXIII**

These Four Following Lotts Lye between
 Goodspeeds Creek & Bacons Creek.

24 Lott
 1/2 this Lot is
 Mr Russells
 & partners &
 Thos Jenkins
 & partners ye
 other half
 bounded Westerly by Goodspeeds Creek
 Northerly by Shobal Jones & Caleb Nye
 Easterly by Stakes one at ye Southeast
 Corner Marked **XXIIII** & from Sd Stake
 Westerly over to a Stake by goodspeeds
 Creek Which Stakes Make ye South=
 erly bounds.

25 Lott 1/2
 this Lott is
 Jedediah Jones
 & partners.
 Mr John Lothrop
 & partners ye
 other 1/2
 bounded Westerly by ye 24th Lott North=
 erly by Caleb Nye & Shobal Jones East=
 erly by a Western Branch of Bacons
 Creek as the Creek Runs Down to a
 Stake Marked **XXV** & thence Ranging
 Westerly to ye Marked Stake of ye 24
 Lott which Stakes is ye Southerly Bounds

26 Lott
 is 1/2 James
 Gorhams &
 partners.
 bounded Southerly & Westerly by goodspeeds
 Creek up to a Stake Standing by Sd Creek
 Northerly by ye 24 Lott Ranging Easter=
 ly Over to a Stake by a Little Creek
 Marked **XXVI** & Easterly by Sd Little

ye other half
is Matthew
Fullers
& partners.

Creek Down Until it Comes Into
goodspeeds Creek with one piece More
between Mr Hinkleys Marsh and
Scorton River bounded Northerly by Sd
Marsh Easterly by Stakes & Westerly by
Goodspeeds Creek.

27 Lot
is Mr Thomas
Hinkleys
&
partners.

bounded Southerly by Mr Hinkley West=
erly by a Branch of Goodspeeds Creek
Northerly by ye 25 Lot over to a Westward
Branch of Bacons Creek to a Stake Stand=
ing there Marked **XXVII** Easterly by ye
Branch of Sd Creek & partly by Bacons
Creek Down to Mr Hinkleys Marsh
With one piece More Lying between
Mr Hinkleys Marsh and Scorton River
bounded Easterly by Bacons Creek &
Westerly by Stakes.

These 12 following Lotts Lye between Boat Cove
Creek & Spring Creek.

28 Lot
is 1/2 to
Eleazer
Crocker &
partners
John Crocker
& partners
ye other 1/2

bounded Northerly by Scorton River
Westerly by Eleazer Crocker, Southerly by
Boat Cove Creek up to a Stake Standing
by Sd Creek Marked **XXVIII** Ranging
Northerly to another Stake Standing
by Scorton River which two Stakes
are ye Easterly bounds with a Little
Island In Scorton River below James
Pains Marsh.

1: 99

29 Lot is
1/2 Elder
Chipman
&
partners &
ye other 1/2

bounded Northerly by Scorton River East=
erly by Stakes one Standing near Sd
River Ranging Southerly up to a Little
Creek there Standing a Stake Marked
XXIX Southerly as the Little Creek Runs
from ye Marked Stake Into Boat
Cove Creek & Westerly by Boat Cove

Peter Blossoms & partners	Creek Down to ye Marked Stake of ye 28 th Lott & partly by S ^d Lott
30 Lot is 1/2 to John Otis & part= ners & ye other 1/2 to Joseph Bodfish & partners	bounded Westerly by ye 29 Lot Northerly by Scorton River Easterly partly by ye Thorough Creek & partly by a branch that Comes out of ye Thorough Creek up to a Stake Marked XXX thence Ranging Westerly to another Stake which Stakes are ye Southerly bounds.
31 Lott is Peter Blossoms & partners	bounded Northerly by ye 30 th Lott Easterly partly by a Creek beginning at a Mark= ed Stake up to another Stake by S ^d Creek thence Ranging to a Stake Standing at ye foot of Joseph Bodfish his Marsh Marked XXXI Southerly partly by Joseph Bodfish & partly Running up to Sam ^e Parker In a Nook bounded Westerly by Boat Cove Creek & Northerly by a Little Creek & Westerly by ye 29 Lott.
32 Lot is Sam ^e Hinkleys half & ye other 1/2 is Sam ^e Parkers	bounded Southerly by Sam ^e Parker his Marsh, Westerly partly by Joseph Bodfish & partly by Stakes Upon ye Same Range Northerly by Stakes and Easterly by Stakes the one of which Stands by the Side of Sam ^e Parker his Marsh Marked XXXII
33 Lot is Sam ^e Parkers & partners.	bounded Westerly by ye Stakes of ye 32 Lott Northerly by Stakes with a Square foot With ye foregoing Lot East= erly by Stakes one at ye Northeast Cor= ner of Sam ^e Parkers Marsh Marked XXXIII Southerly by S ^d Parkers Marsh.
34 Lot is Joseph Bodfishes	bounded Southerly butting against Joseph Bodfishes Marsh about Eight Rods West= erly by Stakes down to a Creek then

&
partners.

by S^d Creek as it Runs to Meet with ye
Thorrough Creek; Northerly by ye
Thorough Creek Round Up to a Stake
Standing on ye West Side of S^d Creek
Easterly by a Range of Stakes from S^d
Stake up to a Stake at ye Northeast Cor=
ner of S^d Bodfishes Marsh Marked
XXXVIII.

35 Lot is
Jedediah
Jones's
&
partners.

bounded Westerly partly by Peter Blossom
partly by Sam^l Parker & partly by ye 33
Lot down to a Stake Standing by a
Branch of ye Thorrough Creek Norther=
ly partly by S^d Branch & partly by ye
Thorrough Creek Easterly by a Range
of Stakes one Standing by Lieutenant
Howlands 8 Rod Stake Marked **XXXV** &
partly by S^d Howlands Marsh up to
Spring Creek & Southerly by S^d Creek.

36 Lot is
Lieutenant
Howlands
&
partners.

bounded Easterly by ye Spring Creek
Northerly by Elder Chipmans Marsh
as the Creek Runs, Westerly by Stakes
Up to a Stake by ye Thorrough Creek
Marked **XXXVI** from thence Ranging to
Lieutenant Howland 8 Rod Stake South=
erly by S^d Howlands Marsh with a
Thatchy Island In ye Spring Creek
that Lyeth Easterly partly against
this Lot & partly against S^d Howlands
Marsh.

1: 100
37 Lot is 1/2
Jno Hinkley Sen
& ye other 1/2
is Jno Otis s.

bounded Westerly by ye 34 Lot Northerly
by Stakes Easterly by Stakes Southerly
by Stakes one at ye Southeast Corner
Marked **XXXVII.**

38 Lot is bounded Westerly by ye 37 Lott Northerly
 Southerly by Stakes
 Samuel Chipmans by Stakes. Easterly by Stakes [^] one at
 & partners ye Southwest Corner Marked **XXXVIII**.

39 Lot is bounded Northerly by Stakes Easterly
 Daniel partly by Elder Chipmans Marsh &
 Parkers partly by ye 36 Lot up to ye thorough
 & Creek Southerly partly by ye Thorough
 partners. Creek & partly by a Southern Branch
 of S^d Creek & Westerly partly by ye
 33 Lot with an off sett on S^d Lot to a
 Stake Marked **XXXIX** & partly by ye 38 Lot.

These Six Following Lots Lye betwixt Bridge Creek
 & Spring Creek.

40 Lott is bounded South west by Joseph Crockers
 is Jno^e Marsh Southeast by a Creek that Runs
 Otis's & from Crockers Meddow Into Bridge Creek
 partners. Easterly by ye Bridge Creek Norwest by
 Stakes Ranging from Bridge Creek up
 to ye foot of Crockers marsh to a Stake
 Marked **XXXX**

41 Lot is bounded Southerly by ye 40 Lott Wester=
 to Jno^e ly by Crockers Marsh & Northerly partly
 Goodspeed by a Creek up to a Stake then from S^d
 & partners Stake to another Stake at ye foot of
 Crockers Marsh Marked **XXXXI** & Easterly
 by Bridge Creek.

42 Lott bounded Southwest partly by Crockers
 is Jno^e Marsh & partly by Eleazer Hamblin South=
 Hinkleys east by ye Stakes of ye 41 Lott down to
 & a Creek & by S^d Creek as it Runs Into
 partners. Bridge Creek Northeast by Bridge Creek
 down to a Stake Northwest by a Range
 of Stakes up to S^d Hamblins Marsh there
 being a Stake Marked forty two **XXXXII**.

- 43 Lott is Jno Hamblins & partners. bounded Southerly partly by Eleazer Hamblin & partly by Same^l Chipmam there being a Stake at ye Southwest Corner Marked **XXXXIII** Westerly & Northerly by Spring Creek down to a Stake thence Ranging across Easterly to a Stake by bridge Creek, then by Bridge Creek up to a Stake at ye Corner of ye 42 Lott So by a Range of Stakes up to S^d Hamblins Marsh.
- 44 Lott is James Hamblins & partners. bounded Northerly by Spring Creek Easterly by Stakes across to ye Bridge Creek, Southerly by S^d Bridge Creek Westerly by Stakes of ye 43 Lott there being one Stake by ye Spring Creek Marked **XXXXIIII** with an Island Lying at ye Mouth of Spring Creek.
- 45 Lot is Joseph Crocker Sent & partners. bounded Northerly and Easterly by Spring Creek as it goeth Into Bridge Creek Southerly by bridge Creek up to a Stake Marked **XXXXV** Then Crossing Northerly over to Spring Creek by ye Stakes of ye 44th Lott.
- 1: 101 These 14 following Lotts Lye between Bacons Creek & Wells's Creek.
- 46 Lott is Mr Thos Hinkley & partners ye 1/2 & Joseph Blish & partners ye other half. bounded Westerly partly by Bacons Creek & partly by John Hinkleys Marsh Northerly by Same^l Hinkleys Marsh Easterly by a Stake Standing at ye foot of S^d Same^l Hinkleys Marsh Marked **XXXXVI** Ranging to a Stake Standing by ye River thence upon ye Same Range to a Stake Standing upon Scorton Island Which part of S^d Island Westerly from ye Range of Stakes belongs to this Lott.

47 Lot is
Jeremiah
Bacons ye 1/2
& Ensign
Dimocks &
partners ye
other 1/2.

bounded Westerly by ye 46th Lot
Northerly by ye 40 Rod Lotts Easterly
by a Great Creek there Standing a Stake
at ye Mouth of S^d Creek Marked **XXXXVII**
& Rangeth from ye Marked Stake to
another Stake Standing on Scorton Is=
land and as ye two Stakes Range
across ye Island it belongs to this
Lot Westward.

48 Lot is
Cap Lothrop's
ye 1/2 &
Melatiah
Lothrop &
partners
ye other
half.

bounded Westerly on ye Thatchy Island
by Stakes & ye Main Meddow by ye
Creek that Lyeth Easterly of ye 47th
Lott Northerly by ye 40 Rod Lotts East=
erly by a Range of Stakes one Stand=
ing Neer Scorton River Marked **XXXXVIII**
& so takes in all ye Easternmost part
of Scorton Island Leaving one Thatchy
Island to ye South east of ye Rest
of ye Scorton Islands.

49 Lott is
Mr. Allyns
ye 1/2 &
Thos Allyns
ye other 1/2
& partners.

bounded Westerly by ye 48th Lott
Northerly by ye 40 Rod Lotts Easterly
by Stakes Ranging down to a Stake
Marked **XXXXIX** Standing Neer a Creek
& then by S^d Creek as it Runs into
Scorton River & is bounded Southerly
by S^d River with a Small Island Ex=
cepted in ye foregoing Lott.

50 Lott is
1/2 Nathel
Bacons &
partners &
Thos Lothrop Sr
& partners ye
other 1/2.

bounded Westerly by ye 49 Lot North=
erly by ye 40 Rod Lotts Easterly by
Stakes one in ye Range Neer ye Thatch
between two Creeks Marked **XXXXX** South=
erly by a Range of Stakes on North
west passage Island.

- 51 Lott is to Thos Allins Heirs & partners. bounded Westerly by ye 50th Lot North=erly up against ye head of Wells his Creek & partly against Same^l Wings Marsh Easterly by a Range of Stakes one Neer ye Thatch or bank Marked **XXXXXI** & Southerly by a Range of Stakes on Northwest passage Island
- 52 Lott is Mr. Allyn & partner. bounded Westerly by ye Stakes of ye 51 Lott Northerly by Wells his Creek Easterly by a Range of Stakes one in ye Thatch Marked **LII** taking in all ye Thatchy Ground to a Range of Stakes on Northwest passage Island which is ye Southerly bounds
- 53 Lot is Melatiah Lothrop & partner. bounded Westerly by ye Stakes of ye 52 Lott Northerly by Wells his Creek Easterly by a Range of Stakes one Standing neer ye Thatch Marked **LIII** Southerly by ye harbour or Sound.
- 1: 102
54 Lott is Same^l Annable & partners. bounded Westerly by ye Stakes of ye 53 Lott Northerly by Wells his Creek Easterly by a Range of Stakes one Standing in ye Thatch Neer ye har=bour Marked **LIII** Southerly by ye harbour or Bay.
- 55 Lott is 1/2 to Cap. Dimock & partners. bounded Westerly by ye Stakes of ye 54 Lott; Northerly by Wells his Creek Easterly by a Range of Stakes down to ye Bay one Standing Neer ye Thatch Marked **LV** & Southerly by ye Bay or Harbour.
- 56 Lott is Thos Lumbart Sen. bounded Westerly by ye 57 Lott Northerly & Easterly by Wells his Creek Southerly by a Range of Stakes ye Easternmost Stands

- & partners. Neer Wells his Creek Marked **LVI**.
- 57 Lot bounded Westerly by ye Stakes of ye 55 Lott Northerly by Wells his Creek Easterly by Stakes one Standing Neer ye Bank of ye Harbour Marked **LVII** Southerly by ye harbour.
- 58th Lott is to Jonathan Cob & partners 1/2 To Jabez Lumbart ye other 1/2. bounded Westerly by ye 57th Lott Northerly by ye 56 Lot Easterly by Stakes one Standing Neer ye Harbour Marked **LVIII** Southerly by ye Harbour with ye Westermost End of Bacons Island as it is divided Across sd Island by a Range of Stakes.
- 59 Lott is Same^l Cob & partners 1/2 & Ebenezer Lewes & partners ye other half. bounded Westerly by ye 58th Lott Northerly by ye Stakes of ye 56th Lott Easterly by Wells his Creek a Stake Standing at ye Eastermost point of Sd Lott Marked **LVIII** Southerly by ye harbour With ye Easter End of Bacons Island to a Range of Stakes Across Sd Island
- 60 Lot is Jonathan Cobs & partners. bounded Easterly partly by George Lewes & partly by Stakes one Neer ye Creek Marked **LX** Southerly by Wells his Creek Westerly by Stakes Northerly by ye Sand hills.
with one piece More on Thatch Island bounded Southerly by ye Harbour Westerly by Stakes northerly partly by Stakes & partly by ye passage as it Runs Easterly Into ye harbour.
- 61 Lott is to Nath^l Bacon bounded Northerly by George Lewes Easterly by Stakes one Standing Neer Wells his Creek Marked **LXI** Southerly by Sd Creek Westerly by Stakes

&
partners

with one piece on Thatch Island bounded Southerly by ye passage Westerly, Northerly & Easterly by Stakes & Lyeth Southerly from ye 85 Lot & is divided from it by Stakes.

62 Lot is
to Cap.
Dimocks
Heirs
&
ptners.

bounded Westerly by Stakes Northerly by George Lewes Easterly by Stakes one Neer ye River Marked **LXII** & is bounded southerly by S^d River.

With one piece More on Thatch Island bounded Northerly by ye Stakes of ye 86th Lott Easterly & Westerly by Stakes Southerly by ye Eastermost End of ye passage.

63 Lot
is to
Ebenezer
Lewes
&
partners.

bounded Westerly by ye 62 Lott Northerly by ye 40 Rod Lotts Easterly by Stakes one Neer ye Bank against Bacons Island Marked **LXIII**.

With a piece of Thatch Island bounded Westerly by Stakes Southerly by ye passage Easterly by Stakes one Standing by S^d passage Marked **P** Ranging Northerly by Stakes Unto ye River.

1: 103
64 Lot
is to
Lieut Lewes
&
partners.

bounded Westerly by Stakes Northerly by Lieutenant Lewes Easterly by a Range of Stakes one Standing Neer ye Harbour Marked **LXIII** & Southerly by ye Harbour with one piece More on Thatch Island bounded Southerly by ye Harbour Westerly by Stakes Northerly by ye Stakes of ye 87th Lott Easterly by Stakes.

65 Lott is
to Jno Davis
Sen.

bounded Westerly by Stakes butting up Northerly Against Hulls Creek Easterly by a Range of Stakes one Neer ye Bank Marked **LXV** Southerly by ye Harbour

&
ptners.

With one piece More on Thatch Island
bounded Southerly by ye Harbour Wester=
ly by Stakes Northerly by ye Stakes of
88th Lott & Easterly by Stakes.

66 Lot is
to George
Lewes &
partners 1/2 &
to James Cobbs
Heirs ye
other 1/2.

bounded Westerly by ye Stakes of ye form=
er Lott Northerly & Easterly by Hulls Creek
as it Runs Round Into ye Harbour
Southerly by ye Harbour the Stake by
ye Bank Marked for ye foregoing Lott
is Marked on ye East Side for this
Lott **LXVI**.

67 Lott
is to
Eleazer
Hamlin &
partners.

bounded Easterly by a Range of Stakes
Athwart a point ye Northermost Stand=
ing Neer a Little Cove at Bridge Creek
ye Southermost Standing Neer Bridge
Creek Marked **LXVII** Southerly Westerly
& Northerly by S^d Bridge Creek Alow=
ing Marsh in S^d Bounds of two Rodds
wide to Cutt a Dock Through if
Any Shall See Cause.

68 Lot
is to
Jno Otis.

bounded Westerly partly by Bridge
Creek & partly by ye 67 Lott Northerly
by Bridge Creek Easterly by a Range
of Stakes beginning by a Creek Rang=
ing Southerly to bridge Creek where
Stands a Stake Marked **LXVIII** & South=
erly by S^d Bridge Creek, with a Little
Island Lying Northeast from Bridge
Creek Island, with one piece more
on ye Westward Side of Bridge Creek
& is bounded Southerly thereby North=
erly by John Otis Westerly by Deacon
Crockers Marsh Running up North
west to a point.

69 Lot is
to Joseph
Blish &
ptners.

bounded Westerly partly by Bridge Creek
ptly by ye 68 Lot & below ye foot of ye
68th Lott by ye S^d Creek Again Norther=
ly by Stakes, Easterly by a Range of
Stakes ye Southermost Marked **LXIX** &
Southerly by ye bridge Creek & the
Mouth of a Thorough Creek.

70 Lot is
Samel Bacons
&
ptners.

bounded Westerly partly by ye Bridge
Creek & partly by ye 69 Lott Northerly
by Stakes Easterly by Stakes one at ye
foot of Mr Bakers Marsh Marked **LXX**
& Southerly by S^d Bakers Marsh.

71 Lott is
Jno Anables
&
partners.

bounded Westerly by ye 70 Lott Norther=
ly by Stakes Easterly by a Creek as
it Runs up to John Anables Marsh
there Standing a Stake Marked **LXXI** &
Southerly by S^d Annables Marsh.

72 Lot is 1/2
Edward
Taylers & pt=
ners & Isaac
Chapman ye
other 1/2.

bounded Westerly by ye 69 Lott Northe=
rly by Stakes Easterly by Stakes one at
ye Southeast Corner Marked **LXXII** &
Southerly by ye 70 Lott.

73 Lot is to
Jno Jenkins &
partners.

bounded Westerly by ye 72 Lott Norther=
ly by Stakes Easterly by Deacon Crockers
Creek up to a Stake Marked **LXXIII** &
Southerly by ye 71 Lott.

1: 104

74 Lott is
to Mr.
Russel &
partners.

bounded Westerly by ye Mouth of Bridge
Creek Northerly by Broad Sound Easter=
ly by stakes Southerly by Stakes one
at ye Southeast Corner Marked **LXXIIII**.

75 Lott is 1/2
Jno Phinny Sen.
& ptners & to
Jno Jenkins &
ptners other 1/2.

bounded Westerly by ye 74 Lott & butting
Northerly Upon ye Broad Sound Easterly
by Stakes southerly by Stakes one a
ye Southeast Corner Marked **LXXV**.

76 Lot is
Edward
Taylers
&
ptners.

bounded Westerly by ye 75 Lott butting
Northerly Upon ye Broad Sound Easter=
ly partly by Stakes as y^e Range South=
erly Into a Thoroug Creek where Stands
a Stake Marked **LXXVI** Then by ye S^d
Creek as it Runs Into ye Great Creek
Southerly partly by Stakes & partly by ye
great Creek.

77 Lott
is Thos
Huckens
es

bounded Westerly partly by ye Thorrough
Creek & ptly by ye 76 Lott Northerly by
Broad Sound Easterly partly by ye
Thoroug Creek up to a Stake then by
a Range of Stakes Up to ye Great
Creek Where Stands a Stake Marked
LXXVII & Southerly by S^d Great Creek.

78 Lott
is Isaac
Chapmans
&
partners.

bounded Southerly by Deacon Crockers
Great Creek Westerly by ye Stakes of
ye 77 Lott Northerly by Stakes Ranging
Easterly towards Juels Island one Stand=
ing by ye Great River Marked **LXXVIII**
Easterly by S^d River.

79 Lott is
Bartholomew
Hamlin
&
partners.

bounded southerly by ye 78 Lott Wester=
ly partly by a Thorrough Creek & part=
ly by Stakes Northerly by a Range of
Stakes ye Eastermost Standing by ye
Great River Marked **LXXIX** & Easterly by
S^d River With ye Eastermost of Berse
his Islands to this Lott.

80 Lott
is Jno
Phinney sen.
&
partners.

bounded Southerly by ye 79 Lott Westerly by
a Thorrough Creek, Northerly by Broad
Sound Easterly by ye great River Up to
ye Range of Stakes one by Sd River Mark=
ed on ye Easterly Side **LXXX** also to this
Lott belongeth ye Westernmost of Bears
his Islands.

81 Lott is
Barnabas
Lothrop jun
&
partners.

bounded Easterly by Benjamin
Lumbarts Southwest by Thos Huckens
Norwest by Mr. Hinkley there Stand=
ing a Stake at ye Westernmost Corner
Marked **LXXXI** ye Northeast Side by
Stakes.

ye 82 Lott
is Same
Lewes &
partners.

bounded Norwest by Mr. Hinkley North=
erly & Northeast by ye Bay & Coggins
Creek, Southeast by Benjamin Lumbart
Southwest by ye Stakes of ye 81 Lott one
Standing at ye West Corner In Mr.
Hinkleys Range Marked **LXXXII**.

83 Lott is
to George
Lewes &
partners.

bounded Southerly and Westerly by ye
Bay or flatts Easterly by a Range of
Stakes Ranging Northerly to a Mark=
ed Stake Neer ye West End of ye
passage Marked **LXXXIII** & taking in
all ye Small Islands or flatts of
Thatch Northward of ye passage to
ye Westward as ye Stakes Range.

These 6 following Lotts Lye on Thatch Island.

1: 105

84 Lott
is

bounded Westerly by Stakes Northerly by ye
River Easterly by a Range of Stakes one
Standing on ye North Side of ye passage
Marked **LXXXIIII** taking in a piece of Thatch
on ye Southern Side of ye passage up to
a Range of Stakes with one piece More

Cap.
Lothrops.

at ye Mouth of Wells his Creek and
is bounded Southerly thereby Westerly
by Cap Lothrop Northerly by ye Sand
Hills Easterly by Stakes.

85 Lott
is to
Henry
Cob &
ptners.

bounded Northerly by ye River or
flatts Easterly by Stakes Southerly &
Westerly by Stakes ye Northermost
Stake Marked **LXXXV**.
With one piece More at Wells his
Creek & is bounded Westerly by ye
Stakes of ye 60 Lott Northerly by George
Lewes Easterly by Stakes.

86 Lott
is to
Jno Gorham
&
partners.

bounded Easterly, Southerly & Westerly
by Stakes ye Northermost Neer ye
River Marked **LXXXVI** & is bounded
Northerly by Sd River or flatts.
With one piece More against Bacons
Island, bounded Southerly by ye
River Westerly by ye Stakes of ye 61
Lott Northerly by George Lewes East=
erly by Stakes.

87 Lott
is to Dr.
Fullers
Heirs
&
ptners.

bounded Easterly Southerly & Westerly
by Stakes ye Northermost Stake Mark=
ed **LXXXVII** Northerly by ye River or
flatts with one piece More against
Bacons Island & is bounded South=
erly by ye River Westerly by ye
Stakes of ye 63 Lott Northerly by
Lieut: Lewes his Marsh Easterly
by Stakes.

88 Lott
is Josias
Davis
&

bounded Easterly Southerly & Westerly
by Stakes ye Northermost Stake Mark=
ed **LXXXVIII** & is bounded Northerly by
ye River or flatts; with one piece
More at Oar Creek bounded Southerly

- ptners. by ye Harbour Westerly by ye Stakes of ye 64 Lott Northerly by Lieutenant Lewes Easterly by Stakes.
- 89 Lott is to Ensign Dimock & partners. bounded Westerly by Stakes Athwart ye Island ye Northernmost Stake Mark= ed **LXXXIX** taking All ye Eastern point of Thatch Island With one piece More of Marsh Lying Easterly from Samel Serjants Landing place & is bounded Northerly by ye Head of Bass Creek Easterly by a Range of Stakes to Thatch Island Channel bounded Westerly thereby.
- 90 Lot is to Samel Cob & partners. bounded & Lyeth att ye Northwest passage on ye Southerly Side of ye Island, divided of from ye foot of ye Other Lotts by a Range of Stakes beginning Easterly at a Creek Rang= ing Westerly by Scorton River or a Slowing Creek with Some flattys Thatch Lying against ye Eastermost End of This Lott.
- 91 Lott is 1/2 Jno Davis Sen. & part= ners & Samel Lewes & part= ners ye other half wh^h is John Scuder Equal with him therein. bounded Easterly & Northerly by ye Bass Creek Westerly by a Range of Stakes ye Southernmost Stake Marked **LXXXXI** & Southerly by ye Harbour or flatts
- 92 Lott is 1/2 to Henry Cob & ptners Lieut. Lewes ye other 1/2. Lying betwixt ye Mussel point and ye Next Creek & Also taketh In All ye Thatchy Ground Eastward of ye Mus= sel point Up to Lothrop's Lott.

93 Lott is
1/2 to Stephen
Dexter &
ptners &
Jno Bursley
ye other 1/2.

bounded Westerly & Southerly by ye thorough
Creek Northerly by Scorton River Easter=
ly by Stakes one Standing by ye
Thorrough Creek Marked **LXXXXIII**.
With one piece More being about four
acres More or Less bounded Easterly
& Southerly by Boat Cove Creek to
Stephen Dexters Northeast Corner West=
erly and Northerly by Stakes.

1: 106

94 Lot
is to Jno.
Hinkley Sen.
& partners &
Thos Huckens
ye other 1/2.

bounded Westerly ptly by ye 93 rd Lott
then by Scorton River down to a
Creek & Northerly by Sd Creek as it
Runs till it Meets with a Range
of Stakes Easterly by Sd Stakes ye
Southernmost Stake marked **LXXXXIIII**

95 Lott
is to
Ebener
Goodspeed
&
ptners.

bounded Westerly by ye 94 Lott North=
erly by Stakes Easterly by Stakes Rang=
ing Southerly to ye foot of ye Lotts
where stands a Stake Marked
LXXXXV Southerly by ye foot of the
other Lotts with one off sett of
about 20 Rods Upon ye 39 Lott.

96 Lott
is Thos
Jenkins
&
partner

bounded Westerly by ye 95 Lott
Northerly by Stakes Easterly by Stakes
Ranging Up Southerly to ye foot
of Other Lotts there Standing a
Stake Marked **LXXXXVI** to ye East=
ward of Samel Chipmans Corner
as it Stands In his Northerly Range.

97 Lot is
Samel Hinkley
Senr &
ptners.

bounded Southerly by Samel Chipmans
Lower Marsh Westerly by ye 96th Lott
Northerly by Stakes Easterly by Stakes
ye Southernmost Standing Neer Samel
Chipmans Northerly Range on a
point Marked **LXXXXVII**.

- 98 Lott is to James Hamlin Senr & ptners. bounded Westerly ptly by Same^el Chipman & ptly by ye 97 Lott North=erly by A Range of Stakes Athwart Easterly over to a Little Guzzel y^t Is=sueth Into Spring Creek there Standing a Stake Marked **LXXXXVIII** Easterly by S^d Spring Creek up to Same^el Chipmans Southeast Corner taking in all ye Thatchy Islands that Lye in S^d Creek against this Lott.
- 99 Lott is to Jn^o Hinkley Sen. & ptners. bounded Southerly by ye 98th Lott Westerly by ye 97 Lott Northerly by Stakes, Easterly by a Range of Stak=es up Southerly to ye foot of ye 98th Lott Affores^d there Standing a Stake Marked **LXXXXIX**.
- 100 Lot is 1/2 James Hamlins & ptners & Jn^o Hamlin & ptners 1/2. bounded southerly by ye 98th Lott & partly by Spring Creek Westerly by ye 99th Lott Northerly by Stakes Easterly by Stakes one Standing by Spring Creek Marked **C**.
- 101 Lott is Thos^e Lothrop Senr & part=ners. bounded Southerly by a Small Creek Westerly & Northerly by Scorton River Easterly by stakes Ranging Up Southerly to ye Afores^d Creek there Standing a Stake Marked **CI**
- 102 Lott is 1/2 to Barnabas Jnr & partners. bounded southerly by a Creek & partly by Stakes Westerly by ye Stakes of ye 101 Lott, Northerly by Scorton River Easterly by Stakes Rang=ing Southerly up to ye Foot of other Lotts There being a Stake Marked **CII** With an addition of a Small Thatchy Island Lying at ye Souther=ly End of slow Island & is Divided

from it by a Small Creek.

103 Lott
is 1/2 Samel
Bacons &
partners &
Bartho.
Hamlin &
ptnrs the
other 1/2.

bounded Southerly by Stakes Westerly by
ye Stakes of the 102 Lott Northerly by
Scorton River Easterly by Stakes There
being one at ye South east Corner Mark=
ed **CIII** With a piece of Thatchy Ground
Lying Easterly of ye 106 Lott & is bound=
ed Westerly by it bounded Northerly &
Easterly by a passage that Comes in
between it & Slow Island Southerly by
a Little Slow Running in Westerly
to a Stake.

1: 107

104 Lott
is 1/2 Thos
Lumbarts
& ptners &
Eben Good=
speed & pt=
ners ye other 1/2.

bounded Southerly by Stakes Westerly by
Stakes Northerly by Scorton River East=
erly partly by a Creek that Runs up
to a Stake & then Southerly to another
Stake Which is marked **CIII** at ye
Southeast Corner of S^d Lott.

105 Lott is
1/2 to Ben
Lumbart &
ptners & 1/2 to
Eleazer
Hamlin &
ptners.

bounded Southerly by Stakes Westerly
partly by Stakes & partly by a Creek
Northerly by ye Mouth of Scorton Riv=
er Easterly by Stakes Ranging South=
erly to a Stake at ye Southeast
Corner Marked **CV**

106 Lott
is Ben:
Lumbarts
& ptners.

bounded southerly by Stakes Westerly
by ye Stakes of ye 105th Lott North=
erly by ye Mouth of Scorton River
Easterly by Stakes one at ye South=
east Corner Marked **CVI**.

107 Lott is
James
Hamlin Se.
one half &
ye other 1/2

bounded Westerly partly by ye
Stakes of ye 100th Lott & partly by
ye 106 Lott down to a Slow there Stand=
ing a Stake Marked **CVII** Ranging
Easterly to ye passage of ye Slow

is to
Dane^l
Parker.

Island Easterly partly by S^d passage
& partly by Bridge Creek & So Round
Southerly as a small Creek Runs
in Westerly of ye point Into Spring
Creek & yⁿ by Spring Creek to ye
Marked Stake of ye 100th Lott.

This Lott Makes two Lotts as it is divided
with Bridge Creek Island in ye 110th Lott.

108th Lott
is James
Gorhams
&
ptners.

and is ye South end of ye Slow Is=
land & is bounded Southerly by a
Little Creek that Divides from it &
a Small Island Northerly by a Range
of Stakes ye Westernmost Stake Mark=
ed **CVIII**.

109 Lott is
to James
Cobb Heirs.

is the Northward part of Slow Is=
land Divided Athwart by stakes
ye Easternmost stake Marked **CVIII**

110 Lott is
1/2 to Jn^o
Crocker Se^r &
ptners & ye
other 1/2 to
Lieut How=
land & ptners.

is the Southermost part of Bridge
Creek Island & Lyeth to ye South=
ermost half of ye 107th Lott
& ye Northermost 1/2 of Bridge Creek
Island Lyeth to the Northermost
half of ye S^d 107th Lott.

At a Town Meeting 12 of August
1697 - Voted and agreed that these persons
or person y^t shall Choose all ye Common
Marsh on Oister Island (Except what is al=
ready Granted to John Issum) shall have it
for 9 acres or a Lott & half.

In ye foregoing Records is Truly Re=
corded all ye Lotts of ye Late Common Marsh
which were Laid out and finisht August 6th
1697 by Mr. John Otis Capt Gorham & Daniel

Parker Who Were Employed by ye Town for
y^t Service.

25 of November 1697.

as Attest Sam^{el} Allyn
Town Clerk.

1: 108 12 of August 1697 at a Town Meeting warn=
ed for ye purpose ye proprietors of ye Late
Common Marsh had their Lotts Drawn for
Choice of y^r 6 Acre Lotts on first Division of
s^d Marsh.

19 of August 1697 at a Town Meeting warn=
ed for ye purpose ye proprietors of ye Late
Common Marsh having Made Choice of So
Many 6 acre Lotts as did Accomodate all
of them Respectively With ye Number of acres
Confirmed to them by ye Late Arbitrators &
having taken them up in six acre Lotts Ac=
cording to town Order bearing Date 6 of May
1697 & their being Lotts Enough Remaining
to accomodate all ye S^d proprietors with
half ye Quantity of ye first Division in
a Second Division (Except those proprietors
who took up their full share of S^d Marsh
at South Sea as May appear on Record
by their Own Subscriptions) It was Voted
that as to a Second Division of ye Com=
mon Marsh that ye Same Method be tak=
en for all proprietors therein to have
half lots or three acres Instead of six
This Choice now to be Made After Drawing
for ye same & Those that Drew for ye
Choice of six acres In ye first Division
Shall Now Draw for three acres only which
was Done at ye Time above S^d.

In these five following Collumns are Contained
first ye persons or proprietors Joyned In partner=

ship by ye Measurers of ye Late Common Marsh According to a Town Act bearing Date of ye 6 of May 1697 With ye Number of Acres belonging to Each of them Expressed In figures and annexed to ye Names & In ye Second Colume of figures is Con= tained ye Turn of Choice as it fell by Lott Re= spectively for ye first Division of Sd Marsh at a Town Meeting bearing Date 12 of August 1697. & In ye 3rd Colume is Contained ye Numbers of ye Lotts that were Respectively Chosen In Sd first Division by Sd proprietors at a town Meeting bearing Date 19 August 1697. & In ye 4th Colume is Contained the Turn of Choice as It fell by Lott as they were Drawn for ye Choosing of half Lotts According to an act bearing Date 19 of August 1697. & In ye 5th Colume is Contained ye Number of Each Lott Chosen by halves or three acres at Sd Town Meeting According to ye Act bearing Date as Above Sd.

proprietors in partnership & Number of Acres.	[Acre]	Turn of Choice	Ye Lot Chosen	Choice of 1/2 Lotts	Half Lott Chosen
Mr Thomas Hinkley	4				
his Son John Hinkley	2 -6	63	27	65	46
Samel Hinkley Dec'd	3				
Joseph Smith	1-6	32	14	38	15
Capt Lothrop Barnabas	1				
Matthias Fuller	1				
Peter Blossom	4				
Thomas Blossom	2 -6	7	31	58	29
Nath ^{el} Bacons heirs	3				
Nath ^{el} Bacon	1-6	18	61	16	50
James Lewes jur	2				

		Turn of Choice	ye Lot Chosen	Choice of 1/2 Lotts	Half Lotts Chosen
Jeremiah Bacon & In Joseph Hallets Right	3 1				
Jabez Lewes	2-6	57	20	48	47
Thomas Dimock In his own & Henry Taylers Right	4				
John Bacon	1				
Samel Cob	1-6	5	62	64	55
Samel Cob	2				
Eleazer Cob	2				
Job Bacon	2-6	67	90	34	59
Jonathan Cob	3				
John Huckens	1				
Ben Davis	2-6	11	60	35	58
Henry Cob	2				
Jabez Fuller	2				
Joseph Davis	2-6	27	85	4	92
Elder Chipman	3				
Samel Chipman	3-6	43	38	56	29
James Gorham	5				
James Pain	1-6	49	108	25	26
Capt Gorham	4				
James Coleman	2-6	16	86	3	7
Capt Lothrop	6-6	9	84	21	48
Samel Baker	4				
Robert Shelly	2-6	19	70	60	103
John Annable	3				
Richard Childs	2				
Mr Thos Hinkly	1-6	25	71	45	12

Joseph Berse or his successors	2				
John Jenkins	1				
Hope Lothrop	1				
Allyn Nichols	2-6	45	73	32	75
James Berse or his Successors	4				
Eleazer Hamlin	2-6	72	67	51	105
Joseph Blish	4				
Isaac Taylor	1-6	26	69	67	46
Jonathan Lumber Successor	1				
Eleazer Crocker	4				
Thomas Crocker In his own Right & his fathers	-6 2	40	2	44	28
1: 110					
Joseph Crocker	4				
Increase Claps Right	2-6	58	45	63	21
Samel Allyn	5				
Joseph Allyn	1-6	3	52	43	49
Thomas Allyns Heirs	3				
John Casly	2-6	13	51	37	49
Capt Lothrop	1				
Samel Annable	4				
Samel Allyn Jur.	2-6	23	54	13	19
Isaac Chapman	4				
Samel Davis	2-6	42	78	14	17
Thomas Lothrop se	4				
Thomas Lothrop jur.	2-6	69	101	28	50

James Hamlin Senr	1				
In his own Right.					
& in Esq. Lothrops					
Right	5-6	41	98	39	107
Barnabas Lothrop jur.	2				
John Lothrop Deceased	2				
Nathl Lothrop	1-6	37	81	52	102
Jacob Tayler	1				
Melatiah Lothrop	3				
John Lewes	3-6	10	53	46	48
John Goodspeed	5				
Samel Goodspeed	1-6	14	41	9	19
Ebenezer Goodspeed	4				
Nathl Goodspeed	2-6	46	95	59	104
Thomas Huckens	6-6	50	77	72	94
Samel Lewes	2				
in his Uncles Right	1-6	71	82	11	91
John Scudder	3				
Matthew Fuller	3				
Barnabas Fuller	3-6	59	8	20	26
Joseph Fuller	2				
Benjamin Fuller	2-6	60	6	...	7
Samel Fuller	2				
Mr. Otis In Samel Stores					
Right	3				
In John Bacons Right					
Derived from Blish	1 1/2				
& In Timothy Fullers					
Right	1 - 6	8	40	62	30
John Davis Sen .	0 1/2				

John Davis Senr	2				
John Davis Junr	2-6	51	65	10	91
Jabez Davis	2				
Samll Parker	3				
in Jno Rowleys Right	1-6	35	33	41	32
Samll Lothrop	2				
1: 111					
Jedediah Jones	2				
Ralph Jones	1				
Samel Jones	1-6	2	35	7	25
John Jones	1				
Ephraim Jones	1				
Matthew Jones &	2				
In Little John	-6	21	3	22	11
Fullers Right	4				
Josiah Davis	3				
Shobal Gorham	1-6	34	88	47	21
& Jos Benjamins					
Right	2				
Ebenr Lewes	2				
in Mark Ridley Right	1-6	66	63	33	59
Samel Serjeant	3				
Daniel Parker	3				
in Thos Lumbart Sen					
Right	1-6	6	39	42	107
Elisha Parker	1				
Benjamin Parker	1				
John Otis	5				
In Rowleys Right	1-6	53	68	12	37
Benjm Lumber	4				
James Hamlin Jur.	2-6	68	106	50	105

Lieft Lewes	4				
In Mark Ridly Right	1				
Nath Bacon in	-6	38	64	8	92
Blishes Right	1				
Thos Jenkins	3				
Jos Jenkins	3-6	36	26	55	24
Stephen Dexter	4				
Eleazer Hamlin j	2-6	48	16	68	93
Left Howland	4				
Isaac Howland	2-6	20	36	17	110
Phillip Dexter	2				
Thos Fuller	3-6	52	5	27	12
Sam ^{el} Crocker	1				
James Cob Deceas ^d	6-6	28	109	30	66
James Hamlin Sen ^r	4				
Jonathan Hamlin	1-6	15	44	36	100
Eleazer Hamlin	1				
John Crocker Sen.	4				
Joseph Crocker j	2-6	64	1	15	110
1: 112					
John Crocker Jur.	2				
Jonathan Crocker	2				
Nath ^{el} Crocker	1-6	30	4	26	28
Joseph Hinkley	1				
Thomas Lumber Sen.	2				
Thomas Lumber Jur.	2				
James Cob	1-6	65	56	66	104
Timothy Dimock	1				

Jabez Lumbart	3				
Bernard umbart	2-6	73	9	40	58
Israel Hamlin	1				
Ensign Dimock	4				
John Dimock	2-6	54	89	49	47
Mr. Smith	3				
Ichabod Smith	2-6	22	13	31	15
Joseph Smith	1				
Sam ^{el} Hinkley Sen	6-6	33	97	5	32
John Phinny Sen ^r	5				
Ebenezer Phinny	1-6	12	80	19	75
Jedia Lumbart s.	3				
Jedia Jur.	2-6	47	22	18	10
Thomas Lumbart	1				
Dr. Fullers Heirs	3				
John Lothrop Sen ^r	3-6	44	87	6	25
John Hinkley Sen ^r	6-6	61	99	1	47
Edward Tayler	3				
Thomas Ewer	2-6	70	76	24	72
John Lothrop Sen.	1				
John Hamlin	4				
John Dunhams heirs	2-6	24	43	23	100
Deacon Job Crocker	6-6	56	1	57	10
Josiah Crocker	6-6	39	23	69	10
John Bursley	5				
Joseph Blossom	1-6	31	18	53	93

George Lewes	5				
Benjamin Lewes	1-6	4	83	29	66
Mr. Russel	4				
Mr. Whippo	2-6	62	74	54	24
Joseph Bodfish	3				
Benjamin Hinkley	2-6	17	34	61	30
Robert [?] Claghorn	1				
Batholomew Hamlin	4				
Thos Huckens	1-6	29	79	70	103
Thos Phinny	1				

1: 113

John Hinkley Senr	1				
Widdow Goodspeed for					
Benjn Goodspeeds Heirs	1				
Samel Hinkley Jun.	1-6	55	42	71	94
Shobal Howland	1				
Successors	2				

John Lovel Senr					
Thos Hinkley					
In Thompsons Right	5			This Choice was	
Shobal Claghorn	1-6	21		made at Oister Island.	

In this and ye five foregoing pages is Truly
Recorded ye List Drawn by ye Measurers of ye
Late Common Marsh According to Town Order
with ye Turn of Choice and Lotts Chosen both
in ye first and second Division of Marsh
Dated 25 of November 1697

as Attest Samel Allyn Town Clerk.

the first and second Division of ye Late
Common Marsh being finisht & perfected there
yett Remaining ye 57 Lott & 1/2 of ye 55 Lott & half
of ye 102 Lott undisposed off.

At a Town Meeting ye 13 of May 1698
Then Made Choice of Daniel Parker & Samel
Chipman Land Measurers to be Added to ye form=
er Land Measurers & any two of these to Act there=
in.

Granted by ye Town and Sold to Richard
Childs one acre of Upland at ye South End
adjoyning to his Lott which he is to pay
to ye Town on their Order twenty Shillings.

Voted and granted by ye Town to Isaac
Howland two acres of Upland of ye Towns Com=
mons to sett a house upon where it may be
most Convenient for him & he Shall See Cause
to take it up adjoyning to Motts Brook as also
Liberty to take Up two Acres More of ye Towns
Commons adjoyning Where he sees Cause In
Way of Exchange for two acres he Shall Lay
Down at ye West End of ye Widdow Hinkleys
field to ye Towns Commons In Lieu thereof.

Then also Voted by ye Town and Liberty given
to all proprietors that have Meddow on Sandy
Neck Side to make up a fence where it shall be
Thought by them Most Convenient across ye Neck
for ye preventing Creatures from Coming in up=
on ye Neck & Doing Damage, & that all Creatures
thatt shall be found there at Liberty Shall be
Accounted and reckoned Trespassers & Liable to
be pounded at all seasons of ye year.

At a Town Meeting 13 of May 1698
The Town having Considered ye Circumstances of
Nathel Nicholls that he being a Town born Child
& not being so Removed as to have a Settled Habi=
ation In any other town, & being Qualified and
under ye Same Capacity with those other young
men Which were brought in by ye Late Arbitra=

tors of ye Common Marsh & S^d Nichols his father
 Moving in ye behalf of his S^d Son that he being Omitt=
 ed when ye other young Men Were Received in
 and had a Share in ye Common Marsh
 ye Town Voted that S^d Nicholls Shall have one
 Quarter part of ye hundred and second Lott

1: 114

The 24 of May 1698 yⁿ Laid out by ye Sub=
 sscribers Land Measurers for ye Town of Barnstable
 to Isaac Howland According to ye Towns grant
 bearing Date 13 of May 1698 One acre of Land on
 ye Southward side of Motts Brook on ye West=
 ward side of ye Cart way from a Marked
 Red Oak Westward from S^d way Ranging
 Westerly to a great Swamp Wood Tree thence
 Ranging Southerly to a Small Crooked Oak
 and a Stake thence Easterly to a Red Oak Neer
 S^d Way thence on a Strait Line by ye Way side
 to ye first Oak Mentioned which are ye four
 Corner bounds allowing ye way four Rods
 wide & three Acres on ye Easterly side of ye
 Cart way as four Trees are Marked One at
 each Corner ye Northwest Corner Neer ye Way
 a Black Oak at ye Southwest Corner a Red
 Oak at ye South east Corner a pine Tree and
 at ye Northeast Corner a pine Bush Marked
 by a Strait Line from Each to other with ye
 allowance of Some few Rods for a pond that
 falleth in within S^d Boundarys this is a
 True Record as it was given in to be Record=
 ed by ye land Measurers Above S^d which
 were - John Gorham, Jabez Lumbart.
 15 June 1698 - as Attest Sam^l Allyn - Town Clerk.

At a Town Meeting 24 of June 1698
 Granted to George Lewes Liberty to Exchange
 two or three acres of Land with the Town ye
 Land he would have In Way of Exchange Ly=
 ing on ye East side of ye Land he bought of

ye Town Joyning to a pond & ye Land he Lays down for it is to be on ye West Side of S^d Lands that he bought of ye Town as Above S^d.

Also granted to Sam^el Crocker Liberty to Exchange About an acre of Land Neer his Dwelling house to set up a barn and to Serve his Conveniency with Laying down the Same Quantity from ye West Side of his Lands to ye Town In Lieu thereof.

Then granted to Sam^el Hamlin all that Land of ye Town Commons that Lay within his fence at ye South End of his Land at ye ponds he Laying Down as Much of his Land at ye North end thereof In Lieu thereof.

Voted then to Make Choice of Men to Settle ye bounds betwixt Mens Lands and ye Commons where there May be occassion for ye Same & to Settle and Determine S^d Bounds & bring ye Same to Record.

The Men Chosen were Mr. Jn^o Otis Daniel Parker & Sam^el Chipman.

Also then Voted that Ebenezer Goodspeed Should have about an Acre and half of ye Towns Commons which was Laid out to him by ye Land Measurers In Lieu of a Certain Island of Marsh or Sedge Land which ye Town granted to John Issum. It proving to be S^d Goodspeeds which Land or Small Island ye Ebenezer Goodspeed Claimed.

Josiah Crocker & Sam^el Chipman viewed being ordered so to Do by ye Town & having Seen & Examined his Evidences & Considered his Claim did Judge and Determine y^t of Right it did belong to S^d Goodspeed & therefore In Recompence for ye Same by virtue of ye Town Order

Determined him to have one acre and half of
 ye Town Commons and Joyning to his Lands
 by his house which Land was Viewed & So Deter=
 mined ye 20th of May 1698 as it was given in un=
 der their hand

Josiah Crocker
 Samel Chipman.

as Attest Samel Allyn — Town Clerk.

1: 115 The bounds of Above Sd Acre an half of Land
 Laid out to Ebenezer Goodspeed is a followeth
 bounded Easterly from ye Southeast Corner of
 his fence before his Door to a Stake, & Southerly
 from Sd Stake by a Line to a Small Red Oak
 Marked & so to a White Oak bush Marked &
 Westerly by Sd White Oak Ranging thence to
 ye Upper End of ye fence between John
 Goodspeed and he, & Northerly by his own
 fence or Land this is ye bounds of one
 acre Laid unto him ye Sd Ebenezer Goodspeed
 the other half Acre Lyeth within Sd Corner of
 fence before his Door & is Divided of from
 ye Commons Easterly thereby.

This Was Laid out as it was given in un=
 der ye hands of ye Land Measurers which
 were Daniel Parker
 & Samel Chipman. 20 May 1698.
 as Attest Samel Allyn — Town Clerk.

Samel Annable & Samel Allyn Jur. having
 Made a Division of their Marsh as it Lay in
 partnership which Marsh was ye fifty fourth
 Lott as May appear in ye Record of Division is
 as followeth. Sd Samel Allyn is to have
 ye Eastwardly Side for his two Acres which
 was his part thereof & is bounded from Sd
 Annable by three Stakes the Whole Length
 up and down their being three holes digged
 at ye foot of Each Stake.

This is truly Recorded as it was given in

by ye parties above Mentioned 22 March 1699
as Attest Same^e Aylln Town Clerk.

At a Town Meeting ye 8th of March 1699
granted to and given by ye Town Vote two
Acres of Land to Israel Hamlin Where his house
Now Stands as his own proper Right.

John Baker Entered Towns Man.

The Above granted two Acres of Land to Israel
Hamlin was Laid out to S^d Israel by Jabez Lumbart
Land Measurer 13 March 1699 & brought to be Record=
ed by S^d Lumbart as it was given in under his
hand ye bounds whereof are as followeth.
Upon ye Northeast Corner a Stake & So Ranging
thence Southerly to a Marked Stump & from thence
to a Rock by ye Edge of a pond & from thence
Ranging Westerly by marked trees to another pond
bounded Westerly partly by S^d pond & partly by ye
Commons a Marked Tree Stand by ye Edge of
ye pond Ranging from thence Northerly to an=
other Marked tree & from thence Ranging by Mark=
ed trees to ye Afore s^d Stake.

This is ye bounds of S^d Hamlins two acres of
Land be it More or Less and is truly Recorded as it
was given in by Above s^d Jabez Lumbart.

as Attest Same^e Allyn -- Town Clerk.

Whereas ye proprietors of ye Meddow at ye South
Sea as it was Laid out at present had Liberty
by a Town Vote to fence in several Small points or
Skirts of Upland for their Conveniency & Saving of
fence ye S^d Town In order thereunto Made Choice
of Same^e Hinkley & Capt Gorham to order and
appoint where ye S^d proprietors Should make
their fence have according thereunto Marked trees
where each person should Run their fence

28 of October 1697 as Witness y^r Hands

John Gorham, Samel Hinkley.
 This above written is a True Coppy as it was
 given in under ye hands of ye persons there=
 unto appointed.

As Attest Samel Allyn Town Clerk.

1: 116 the Names of ye proprietors or persons hav=
 ing their Meddow Lying within these bounds or
 Marked Trees above sd are as followeth.

The bounds of ye Marsh of Edward Coleman
 second Division at Shellys Cove, Northerly by a
 Marked pine tree and by his Marsh of ye first
 Division, Westerly by a pine Bush and so
 Ranging Westerly to a Swamp wood tree and
 Westerly by a pine Bush and so Ranging
 Westerly to a Rock. Westerly, Southerly and
 Easterly by ye Creek or Bay.

The bounds of ye Marsh of Edward Lewes
 John Lewes & Thomas Lewes at South Sea of
 ye second Division Southerly by Edward
 Colemans Westerly by ye Creek or Bay
 Easterly by ye Upland Northerly by a Mark=
 ed pine tree Ranging from Sd pine tree
 southerly to a Stake & from ye Stake to ye
 Creek or Bay.

John Phinny his Marsh in ye Second Di=
 vision bounded on ye South Side from a
 pine tree and a Stake Lying Round about
 Westerly to a horse Foot pen and a Stake by
 it ye pine tree & ye Stake fore Mentioned is
 ye Bounds twixt Edward Lewes & he.

The bounds of Doller Davis's second Divis=
 ion of Meddow at South Sea bounded North=
 erly by a Stake and a horse foot pen &
 Easterly by ye Creek & Westerly by a Marked

pine Tree & a Stake Northerly by Marked trees.

Joseph Davis his successors bound Northerly by a Marked pine tree & a Stake Easterly by a Creek & Westerly by ye Upland & Southerly by a Marked Tree and a Stake.

Joseph Lothrop Junior ye bounds of his Marsh at south Sea from a pine tree Marked Standing on ye Upland Running down to a Stake South= east to ye Bay & Westerly over a point of Upland to a Marked pine tree to his ye S^d Lothrops Marsh & Southerly by ye Creek or Bay.

At a Town Meeting 16 May 1699
formerly granted to Joseph Davis now Deceased
ye Exchange of a parcel of Land & Swamp on
ye Easterly side of his Lott for ye Conveniency
of water which was Laid out and bounded by
Edward Lewes & Joseph Blish in S^d Davis's Life
time In lieu whereof ye S^d Davis was to Lay
down on ye Westerly Side of his Lott to ye Towns
Commons for a high Way four or five Rods
Wide from head to foot or More if need Require
which is now Voted & Confirmed to ye heirs of
S^d Davis & that ye boundarys of S^d Lands Shall
be Speedily brought to Record by S^d Lewes & Blish.

Voted that Benjamin Davis Shall have Liberty to
Make a fence athwart a point of ye Towns Com=
mons at Skonkenitt to Secure his Meddow there
bought of James Hamlin & where S^d Hamlin hath
Made a fence formerly but not to Debar any from
Cutting timber or wood that hath occassion on S^d
point.

1: 117 The bounds of ye Meddow of Benjamin Davis
which he bought of James Hamlin Sen^r is as
followeth Easterly from a Stake Standing

at ye head of a Little Brook & to ye Main River &
 from thence Ranging Westerly ye Stakes Standing
 at ye head of a Cove of Marsh Butting to a
 Branch of ye Main River ye S^d Marsh bordering
 Upon Sconkonett River.

This is Truly Recorded as it was given in
 under ye hand of ye Land Measurer.

Jabez Lumbart

As Attest Samel Allyn

16 May 1699

Town Clerk.

In Return of what was voted at Town Meeting
 16 of May 1699 Concerning ye Widdow Davis her
 bounds of her Land taken up ye bounds are as
 followeth —

from a Stake and a Stone at ye North End of a
 Cedar Swamp Ranging Southerly one Rod within
 s^d Swamp to a Marked pine tree on two sides &
 from thence by Marked pine trees on a Due West
 Line Untill it Meets With ye Easterly Side of ye
 Widdow Davis's Lott & Westerly by S^d Lott; & then
 from ye Northeast Corner of S^d Lott Upon a
 Strait Line to ye afores^d stake and stone for
 which & In Lieu thereof She hath Laid down on
 ye Westerly Side of her Lott to ye Towns Commons
 four Rods wide at ye southerly End and at ye
 Northerly End five or six rods from a Stake
 and Stone to a Marked pine tree on a Strait
 Line from head to foot to ye Satisfaction of ye
 Neighbors who Were Present on ye 22 of May 1699.

This is truly Recorded as it was given in
 under ye hands of ye Men that were appoint=
 ed thereunto which was

Edward Lewes &

Joseph Blish

as also Under ye hand of Jabez Lumbart
 Land Measurer.

As Attest Samel Allyn

Town Clerk

Whereas Upon ye Record of ye Town of Barnstable It Was granted to John Linnel to Exchange a Parcel of Land with ye Town Acre for acre In pursuance to Sd Grant ye Sd John Linnel Laid down twenty and six acres Wanting twenty Rods bounded on ye Northerly End by two Cedar Stakes to ye Eastward of Joshua Lumbarts house & is nineteen Rods wide from ye Widdow Davis's Lane towards ye Sd Joshuas house & Runs up Southerly six score Rods to a Small pine Bush Marked at ye head Neer a great pine tree Leaning to ye Southward & from Sd bush is Neer fifty Rods Eastward wide.

The Sd Linnel taking up ye Like Quantity butting on his Marsh on ye westward Side of ye head of Chequaquit bounded as followeth on ye Southerly part beginning at a Red Oak tree Marked Neer ye South Side of a Cove of Marsh then to a pine tree Marked farther up ye hill & from ye Sd pine tree on a Strait Range Wester=

Small Swamp to a pine tree Marked & thence on a Northerly Line ly thru a ^ Strait to a white Oak Saplin Marked on ye Ranging Sides & thence Easterly to a pine tree Marked on two sides thence Southerly on a Strait Line Ranging to a Double white oak tree Standing by ye Edge of ye Marsh or Spring then from ye Easterly Side Lyne Including and taking in a point of Upland as the trees are Marked from ye top of ye hill Ranging Easterly to a great pine tree Marked Neer ye Bank or River where a plash of water Divides ye Meddow of John Phinny & ye Sd John Linnel All which Lands butts on his own Meddow In Nooks and Coves as it Lyeth Rounding.

This Exactly Done and finished this 24 of March 1701 by us Land Measurers as Witness our hands.

Jno Gorham, Jabez Lumbart.

This is Truly Recorded as it was given in Under ye hands of ye Land Measurers.

As Attest Same! Allyn, Town Clerk. 29 of May 1701.

1: 118 14 of Sept. 1699 at a Town Meeting then
 Called Voted that Melatiah Lothrop & Samel^l
 Allyn Senr Should take a View of a Certain
 tract of Land that John Linnel Desireth ye
 town to Exchange for other Lands that he
 will Lay down In ye Room thereof and
 Make Report thereof to ye Town.

29 of November 1699 a town Meeting
 then Warned Voted John Linnel Should
 have his Request answered as to ye Ex=
 change of his Lands which was viewed
 by Melatiah Lothrop & Samel^l Allyn; he Lay=
 ing down his Lands Lying by Joshua Lumbart
 & taking uplands Lying against his Marsh
 In Lieu thereof Acre for Acre.

Then Caleb Williamson Voted Townsman.

Agreed and Concluded by ye persons whose
 Names are under Written y^t ye Lands between
 James Cobbs & Gershom Cobs their fence as it
 now Stands & Mr John Bacon his fence over
 against y^r Lands y^t ye Lane or Way Shall Re=
 main & Continue to be So to them and their
 heirs for ever as Witness our hands this 28 of
 May 1702 John Bacon, James Cob, Gershom Cob.

Signed In presence of us

Samel^l Allyn, Benjamin Lumbart

Agreed and Concluded by ye persons whose
 Names are under written In Reference to settl=
 ing of ye bounds betwixt them; that is to Say
 ye Line on ye westward side of ye Lott y^t was
 formerly Elder Cobs great Lott & ye on ye Line on ye
 Eastward side of ye house Lott y^t was formerly
 John Foxwels that it Shall be ye Settled bounds
 & Remain So to be to them & their heirs for Ever
 ye bounds of which is as followeth.



beginning at ye South Side of ye kings high way from a Cedar post Southerly to a Walnut tree Marked & from thence Upon a Strait Line to a Red Oak tree Marked Neer ye Side of Swamp & thence upon a Strait Line through a Swamp to a Red Oak tree in a Little Valley Marked & thence to a Red Oak tree Neer ye foot of a Lane & thence Upon a Strait Line to a Small flat Rock Marked **IBIC** & thence upon a Strait Line over ye Middle of a great Rock & from thence to a Stake in a Little Valley Marked **IBIC**.

In Witness whereof ye parties Concerned have Subscribed & Set to their hands for themselves & their heirs for Ever this 3rd February 1697/8 - John Bacon, James Cob, Gershom Cob.

Witnessed pr Samel Allyn, Hannah Allyn

Gershom signed to this above written Instrument ye 28 of May 1702 In presence of us Samel Allyn, Benjamin Lumbart.

Know all Men by these presents that I Israel Hamlin have sold to Jabez Lumbart all that My Right & Interest in ye 58 Lott of Common Meddow in ye 2nd Division wherein I was partner with S^d Jabez having allotted to me one half Acre Right In S^d Lot for and in Consideration of 30 ^s to Me In hand paid by S^d Jabez which I do acknowledge My Self fully Satisfied and paid in Full for S^d 1/2 Acre Right & do absolutely Sell and Dispose of from Me and Mine to him ye S^d Jabez Lumbart & his for Ever as Witness my hand and Seal this 16 of August 1699.

of Israel
The Mark  & Seal 
Hamlin

Witness Samel Allyn, Hannah Allyn.

1: 119

To All people to whom this present writing of award Shall Come Greeting whereas there hath been a Difference, Contest & Controversy had & moved between John Bursley Sen. of Barnstable In ye County of S^d Barnstable In New England on ye one party & Joseph Smith & Thomas Fuller of S^d Town on ye other party About & Concerning ye Boundaries of y^r Lands Respectively on ye South Side of ye high way or Country Road Neer ye Dwelling houses of S^d partys & by a Run of water or Small Brook or Swamp & S^d partys being Minded To Issue S^d Controversy & Settle S^d Boundaries have mutually Chosen us Daniel Parker, Sam^el Chipman & John Otis to arbitrate S^d Difference & settle S^d Boundaries. & have bound themselves In a bond of five pounds a piece Each To ye other by Exchange of Money before Witness to Stand to and abide by & Confirm by Subscription our award Arbitrement & Determination In Reference to ye premises. Now Know ye Ther fore We ye S^d Daniel Parker, Sam^el Chipman and John Otis do give in this our award and Determination as followeth Viz. that ye boundaries of ye Lands of ye Above S^d John Bursley on ye one part & of Joseph Smith & Thomas Fuller on ye other part at ye place above Mentioned shall begin at or in ye Brook or Runlet on ye South Side of ye S^d High Way & so Extend southerly along ye Middle or Centre of S^d Brook & Swamp which Center Shall be ye Dividing line Southerly Until It Come against a Clump of Small Maple trees Standing on ye East side of S^d Swamp one of Which is Marked for a Boundary & then from S^d Marked Maple ye Dividing Line Shall

Still Run Southerly To a Red Oak Marked Neer
 ye Side of a Hill & So Strait so far as ye Land
 of ye S^d partys Joyn Only with provisio that if ye
 S^d Bursleys Lands Do Extend Southerly as to come
 Neer or Reach a Little Swamp To ye Southward
 of S^d Marked trees Neer ye fence of Joseph Bodfish
 y^t then ye S^d Bursley Shall Leave out so much
 Land as May be sufficient to allow a Convenient
 Highway for S^d Smith & Fuller between S^d Little
 Swamp & Joseph Bodfishes Land & if ye Land of
 S^d Smith & fuller shall Extend So far Southerly
 above ye head of S^d Bursleys Land as to Reach
 or Come Neer ye Land of Joseph Bodfish Afore=
 s^d That then they Shall Leave out So much of
 their Land as May be Sufficient for a Convenient
 high Way for S^d John Bursley As Witness our hands
 & Seals this 26 of April Anno Domini 1699. In pres=
 ence of ye under Written Witnesses

Daniel Parker and a Seal ○
 Samuel Chipman & a Seal ○
 John Otis & a Seal ○

John Bursley & a Seal ○
 Joseph Smith & a Seal ○
 Thomas Fuller & a Seal ○

We ye above s^d parties Viz John Bursley
 Joseph Smith & Thomas Fuller do very well Like
 & Aprove ye Above Written Boundarys & do Confirm
 ye Same for our selves heirs Executors & Admin=
 istrators for ever

In Testimony Whereof We have hereunto Mutual=
 ly Set to our hands and Seals ye Day & Year a=
 bove written.

Witness John Crocker, Joseph Blossom.

This above Written is a true Record as it was
 given in by ye partys Concerned.

as Attest Sam^{el} Allyn,
 Town Clerk.

1: 120 John Bodfish Jur, Benjamin Lumbart, Samel
Phinny Thomas Crocker Son of Deacon Job Crocker
Benjamin Fuller Samel Hamlin Shobal Howland
John Howland Nathel Bacon Entered Towns=
men 17 of May 1700.

Thomas Lothrop Son of Capt Joseph Lothrop
Joseph Bodfish Jur. Jonathan Lewes son of George
Lewes Benjamin Berse Entered Towns men 12 of
May 1702.

Isaac Hamlin Entered Towns man 28 of May 1702

James Gorham John & [sic] Crocker son of Deacon
Job Crocker Entered towns men 1704.

At a Town Meeting Warned According to order
22 February 1699/1700

Voted and Made Choice of Major John
Gorham as a third Man to be added to Capt.
Otis & Mr Daniel Parker for to Make a Division
betwixt Mens Propertys of Land & ye Towns Com=
mons to prevent Incroachments thereupon & to
have Each Man of them 3 Shillings pr Day while
about it for yr pains to be paid by ye Town.

27 of February 1700

Then also Voted y^t ye persons Appointed to
Set boundarys between particular persons & ye
Commons Shall have ye power of Agents or At=
torneys to prevent y^e Disorderly taking in any
of ye Towns Commons and to use all Lawful
Means for ye Remedying & Redressing y^e Same.

This 21 of February 1700 Then In persuance
to an Order Given unto Capt. Gorham & Capt
Otis by Richard Earl of Bellamont Governour
In Chief to Divide ye Militia of ye Town of
Barnstable Into two Companys We do Order

Agree and Appoint y^e Including & beginning at Deacon Job Crockers and as ye Way goeth Up to ye head of Skonkanet River and as S^d River Runneth Into ye South Sea Shall be ye Dividing Line In S^d town ye Eastward part belonging to Capt Gorham ye first foot Company In S^d Barnstable & ye Westward belonging to Capt Otis ye Second foot Company In S^d Town.

to be Committed to Record as Witness our hands ye Date Above s^d John Gorham, John Otis.

This is Truly Recorded as it was given in under ye hands of Capt John Gorham & Capt John Otis.

as attest Sam^el Allyn, Town Clerk.

27 of February 1700 Leftenant Fuller and Sam^el Chipman Nominated & Voted for to View a parcel of Land & Swamp at Sconkenet River y^t Daniel Parker Desires In Order to Set up a Saw Mill there on S^d River.

as also to View a parcel of Land on goodspeeds River which Joseph Crocker Sen^r Desires In order to Setting up a Corn Mill on ye S^d River.
& they are to Make Report thereof to ye Town.

1: 121

At a Town Meeting 19 of March 1700

Voted that whereas It had been propounded to ye Town as Necessary that ye Town Clerk Should be with ye Agents when Dividing betwixt ye Towns Commons and Mens propertys because of his having ye Records; that therfore S^d Clerk and one of ye Agents Living at one End of ye Town and one of them Living at ye other End of S^d Town Shall be Capable of finishing and putting an Issue to any Such Case Under y^r proper Cognizance.

17 of May 1700

Then also Was Voted for and Chosen as persons

to Set boundariys between ye Towns Commons & particular propriety & Impowered for to Employ Such Inferiour help as may be thought Needful & Necessary for ye Accomplishing ye Sd work for ye prevention of ye Taking In ye Towns Commons According to ye Several Acts bearing Date 27 of February 1699/1700 ye persons pitched upon & Impowered thereto Were Major John Gorham Capt Otis & Lieutenant Allyn Sd Town to pay ye Charge thereof.

At a Town Meeting Sept^r 19, 1700
The Rev^d Mr Jonathan Russel proposed y^t whereas upon his first Settlement In this Town he had Incouragment from Some of the principal Inhabitants that he Should have his fire Wood free while he Should Continue in ye Work of ye Ministry & that wholly failing that he might have either that or some Compensation for ye same.

In answer to ye Above Written was voted That ye Matter is Worthy Consideration & is suspended to ye Next Town Meeting then to be Resolved

7 of March 1701

Then also was Voted by ye Town, a Town Meeting to be warned ye next Tuesday Ensuing In order to Consider & find out & Determine to whom of Right ye Common Upland belongs to and are ye proper proprietors of ye Same.

At a Town Meting orderly warned 11 of March 1701
The Rev^d Mr Russel was Chosen Moderator for Sd Day.
The first thing then Debated on Was Whether ye bare admission of a person to be a Townsman

gives him a Right to ye Commons under our Circumstances.

2. Whether there be any Right of Commons belonging to ye Commons already divided.

3. Whether there be any Right of Commons to personal Estates.

4. Whether any Right of Commons belongeth to house Lotts as Such.

5. Whether any Respect Shall be had to ye Number of Male Children In Each family.

6. Whether ye Right to Commons heretofore granted to any doth Extend to his & theirs heirs & successors.

1: 122 Wheras we the Subscribers Select Men of ye Town of Barnstable and of ye Town of Sandwich being Met together on ye 19 of May 1701 In order to Run ye Line & Settle ye bounds between S^d Town of Sandwich & Town of Barnstable have Accordingly with ye help of Major John Thacher Esq. Run ye Line & Settled ye bounds as followeth Viz: beginning at a great Stone Sett in ye Ground below and Neer to ye Dwelling house of Jedediah Jones by an old Stump & thence Running down to ye Sea on a North east Line as two Stakes are sett up in ye Meddow Ranging [with] S^d Great stone & Then Running up from S^d Great Stone on a Southwest Lyne as ye Lyne was Now Run by Major Thacher five Miles up into ye Woods unto a pine tree Marked on four sides Standing Neer to and Upon ye Northernly side of ye path that Leads from ye Now Dwelling house of Shearjashub bourn Esq. Unto ye house of John Goodspeed above a Deep Bottom that hath a hole of Water in it Sundry Range trees being Marked & Some heaps of Stones Laid in ye Range & it is agreed Upon by us ye S^d select Men that these Shall for ye future be & Reman to be the Known bounds between S^d two towns as Witness

our hands hereunto Set this 20 Day of May 1701

James Gorham } Select Men of ye
Ebenezer Lewes } Town of Barnstable.

The above Written is Truly Recorded as it was
given in by ye Select Men for y^e End as Attest

William Basset } Select Men Same^e Allyn
John Smith } of ye Town of Town Clerk
Daniel Allyn } Sandwich.

20 May 1701.

On ye 20 of May 1701 We y^e Subscribers select=
Men of y^e Town of Barnstable with ye help of
Major John Thacher Esq^r did proceed In Run=
ning three Miles from ye head bounds above
Mentioned Upon a South west Line y^e whole
being Eight Miles y^e full Extent of S^d towns
bounds Upon a South west Lyne from y^e foot
bounds above Mentioned by or Neer y^e house of
Jedediah Jones Several Trees Marked in ye Range
y^e Extent of y^e South west Line Running twelve
Rods into Waqualett Cedar Swamp about 15 or 20
Rods on ye Northwest Side of y^e way that Leadeth
from Barnstable to Falmouth

James Gorham } Select
Ebenezer Lewes } Men.

The above Written is truly Recorded as it was
given in by ye Selectmen for that End

20 of June 1701

as Attest

Same^e Allyn Town Clerk.

At a Town Meeting Warned ye 25 of Sept.
1701

Then Voted that 15 Men be Chosen as a Com=
mittee to Consider & Draw up Some proposals to
Offer to ye Town In order to their Settling ye pro=
priety of ye Common Lands In S^d Town & to
find out who are ye proprietors & what Each
Mans propriety may Reasonably be In S^d Town.
and Such Rules as Shall be proposed by ye Major

part of S^d Committee to ye Town Shall be the Method for ye future for Dividing as Much of S^d Commons as may be Thought Suitable from Time to time to be Laid out In Case ye S^d Town Accept S^d Rules when proposed.

At a Town Meeting 25 of Sept 1701 The persons Chosen as a Committee to Consider and Draw up
 1: 123 Some proposals * to offer to the Town Respecting ye Commons &c were as followeth -

Major John Gorham	Ensign Hinkley
Capt John Otis	Ebenezer Lewes
James Gorham	Edward Lewes
Sam ^e l Chipman	Lieut: Fuller
Daniel Parker	Joseph Smith
Mr. Thomas Hinkley	John Jenkins
Esqr Lothrop	James Coleman
John Bacon	

At a Town Meeting 5 of Feb 1701/2
 Lieut Fuller and Serjt Joseph Smith appointed to take a view of Scorton pond & Make Report of ye Same to ye Town It being Desired by Lieut: Howland yt S^d Town would give him S^d pond

Then Voted and given to old Mr. Robinson by ye Major part of ye Town then present one acre and Half of Marsh.

At a Town Meeting 19 of Feb^y 1701/2
 Voted by ye Town to Know ye proprietors of ye Town Commons & to Stake ye Same; that Some Meet Course Should be Taken.

At a Town Meeting 19 of March 1702
 Voted that there be a Suitable Number of Un= concerned persons Chosen to Resolve who are ye Right proprietors of ye Undivided or Com= mon Lands within this Township, S^d Number

was voted to be three & that it Should be Left to them to Resolve the Same.

Then also Voted by ye Town as Concerning a parcel of Land that James pain had of ye Town adjoining to his house that Sam^el Annable Lays Claim Unto, that It Shall be put to Arbitration & the persons pitched Upon by ye S^d Town and Sam^el Annable are Capt William Basset & Justice Stephen Skiff & they to Chose a 3^d Man In Case they Cannot agree themselves & Sam^el Annable or ye Town Shall pay All Charges he or they that May be found faulty & S^d Annable to Have Land again Answerable In Case the town have Missed it any ways In disposing S^d Annables Land & where ye Land May best Suite him & be Least prejudicial to ye Neighbours Unless they Otherways agree with him & Mr. Thomas Hinkley was then Chosen to Manage ye Matter Above s^d as ye Towns Agent Respecting Aboves^d premises.

At a Town Meeting ye 14 of April 1702 Esq. Lothrop Chosen Moderator Then Ordereed y^t whereas It was Voted 19 March 1701/2 at a Town Meeting that there Should be a Suitable Number of Unconcerned persons Chosen to Resolve and Determine who are ye Right proprietors of ye undivided or Common Lands within this Town=ship ye S^d Number was then Voted to be three & that it Should be Left to them to Resolve ye Same; It is now farther Ordered and Voted y^t S^d three persons So Chosen to Resolve who are ye Right proprietors Shall In Stating & Settling S^d proprietors Interest & proportion They Shall Determine It according to Law y^e Towns Records & the Rules of Right Reason.

1: 124

Then was Made Choice of three Men by ye Town to Determine & Settle y^e Concern as above S^d which were Capt Jonathan Mory of Plymoth & Mr Samuel

Knowles & Mr. Joseph Doan of Eastham & Mr Russel was Desired to write to them to Desire them to attend ye S^d Service at ye Time appointed which was to be the Second Tuesday In May being ye 12th Day of May Next Ensuing.

At a Town Meeting ye 12 of May 1702 Major Gorham was Chosen Moderator for y^t Meeting & ye adjournment thereof

Then also was agreed and Voted In pursuance of town Votes passed 19 of March & 14 of April Last past for ye Taking of Some Methods for ye Better Settling of their Common Lands and as upon Record Upon ye Town Book May more fully appear & there were three Men that were uncon= cerned y^t were Chosen to give y^r Judgment and Resolution Concerning ye Interest of S^d Common Lands Viz Capt Mory of Plymoth Mr Sam^l Knowles & Mr Joseph Doan of Eastham & they were Desired to Meet here on ye 12th Day of this present May & two of them to Wit Capt Jonathan Mory & Mr. Sam^l Knowles did accordingly Come & Manifested a Compliance to Serve ye Desire of ye Town presented to y^m but Mr Joseph Doan was by ye providence of God Taken Sick ye Day before & So Rendered Uncapable of Coming. Therefore and for other Considerations Moving thereunto It was agreed and Orderly Concluded with ye general Consent & desire y^t Barnabas Lothrop Esq^r Should be added to ye above Mentioned Men formerly Chosen to Judge of this Matter & if they be all four together at ye Same Meeting than any three of them agreeing; or if but three of them Meet together at ye Same time than any two of them agreeing their Judgment given in Shall be binding Accordingly as was formerly voted Any thing in any of ye former Votes about Unconcerned persons to ye Contrary Not withstanding.

S^d Meeting adjourned by vote of y^e Town to Next Day 9 of y^e Clock.

Then Desired of S^d Men that y^e finish S^d af=
fair as Soon as possibly they Can.

At a Town Meeting 22 of May 1702
Made Choice of Cap John Otis, Ebenezer Lewes
& Sam^el Allyn to take an Account of ye Towns
Men and ye Claims of S^d Towns Men by their
Several Qualifications their Names being Annexed
to y^e Same.

At a Town Meeting 4th of August 1702 Order=
ly Warned for persons Concerned to give in their
Qualifications that so Each person May have his
proportion In ye Undivided Common Lands
Stated by y^e Arbitrators.

also

Then was voted Esq. Lothrop Major Gorham
Capt Otis & Mr Thomas Hinkley to Renew or
Settle y^e bounds betwixt y^e Indians and this
Town at Coatuit Santuitt or Else where & to use
their prudence to act or Do in that affair for
S^d Town In Making Compliance with S^d
Indians & S^d Town to Defray the Charges that
May Arise thereupon & to begin upon S^d Service
y^e Second Tuesday In September Ensuing In order
to y^e finishing y^e Same.

1: 125

At a Town Meeting 30 September 1702
Serjeant Ebenezer Lewes & Melatiah Lothrop Were
Chosen to View a piece of Land About Edward
Lewes s pond y^t Samel Annable Desireth or would
take up Withal In Lieu of ye Strip of Land In
Controversy twixt S^d Annable & y^e Town y^t James
Pain is now possessed of.

At a Town Meeting 16 of December 1702
Joseph Nichols admitted Towns Man.

Benjamin Goodspeed Son of Eben Goodspeed Admitted Towns Man.

Mr Thomas Hinkley & Mr Daniel Parker Made Choice of as Agents for the Town to Defend their Right in ye Land at Strawberry Hill that Joseph Hatch Layeth Claim Unto which Sd Hatch Arested Joshua Lumbart in an Action of Trespass wheras he Sd Lumbart Inproved it as ye Towns Commons.

This Above Sd Action to be herd and Tryed at ye Next Inferior Court in Barnstable as per Sd Writ May appear.

At a Town Meeting 16 of Feb 1702/3

Wheras This Town hath Laboured to State y^r Commons or Individed Lands to Each proprietor according to their several Qualifications that It May be Conducible to ye Benefit of ye whole.

and wheras there is an order of Settlement in ye Town Book of Records bearing date 1640 that the Commons or Undivided lands Shall be Stated or divided by this three fold Rule Viz one third to house Lotts, one third to Estates, & one Third to Number of Names Immoveable proposed at ye Time of Making Sd Order ye Town was progressive and ye particles Shall &c Refers to ye Time of Doing as well for Number of Names & Estates as for house Lotts Each of which have Increased to a greater Number & no particular propriety yet stated and farther Difficulty Like to Acrue.

Therefore It is ordered and Resolved by ye Major part of ye proprietors having Regard to Sd three fold Rule that one third part of Sd Lands yet Undisposed of is Stated & Shall be divided to Every Tenement in this Town Equally Alike & not Exempting Such whose owners are Widdows or in y^r nonage or out of Town Nor Including

those that have built on ye Commons.

Resolved that one third part of ye Commons is Stated and Settled to Estates according to proportion of Each persons Estate Real of ye present Inhabitants Excluding any other Towns Man that have bought Small Tracts of Meddow within our Township & are with us non Residents.

Resolved that ye other or Last third is Stated to Number of Names Immoveable to Each and Every one alike to be Understood According to our Town Record Such as are Married or 24 years of age and are Resident In Town and not to Exclude any who transiently are out of town on y^e occasions.

Resolved that there be 80 Acres of Land Reserved out of ye whole ye profits of which Shall be Towards ye Maintenance of a School or Schools In this Town and 80 Acres to the Ministry & so to Lye perpetually.

1: 126 and as all general Rules May have Some particular Exceptions.

Resolved that ye Major part of ye proprietors Shall have Liberty to Salve where there May be a particular apparent wrong

Resolved y^t wheras One third of ye Undivided Land is Stated & Settled to Estates Real as aboves^d is ordered to be proportioned as ye Estates Real was prized & Rated in ye year 1701 & where any part of Such Real Estate is Conveyed to other person or persons Since S^d Rate was Made; that then to be Reckoned to ye present owner & to be Computed by ye Committee & S^d Committee is Impowered to Apprise Mr Russells Estate Real & in Like Manner he to Receive for it.

Voted that Sam^l Annable should have five pounds Money for ye Land that was

In Contest twixt ye Town & S^d Annable if S^d Annable would accept thereof In full Satisfaction for S^d Land & ye whole of ye Charge about it.

At a Town Meeting ye 19 of Feb 1702/3
Left Collonel Gorham was Chosen Moderator for that Day.

Then Ordered a Committee to be Chosen to take ye Number of ye persons Qualified to Receive & ye Number of tenements to Receive & to take ye Quantity of Each Mans Estate Real as ordered, and after a Schedule taken to be Committed to Record & to State Shares to each Qualification According to proportion after ye whole is Computed Into Shares & Shall in Like Manner be Committeed Unto Record which Committee Shall have 3 Shillings a Day per Man they finding themselves & Shall Consist of five Men who are hereafter Chosen by S^d propri- tors as followeth whose Resolve in the premises Shall be binding with a Saving to and Grieved party the Liberty of ye Law a Committee was voted for & then Made Choice of which Were

Lieut Coll: John Gorham
Sam^l Hinkley Senior
Daniel Parker
Ebenezer Lewes
& Lieut: Allyn

At a Town Meeting 17 of March 1703
Then Voted by ye Town & ordered that John Hinkley Ju^r Should have ye Town Book of Records for Lands S^d Town Book to be Delivered him by ye Town Clerk to take out & faithfully to Draw out ye Records of all Mens Lands bordering on ye Commons & Such Writtings as are there in Contained as May be Necessary for ye Carry- ing on that work of Dividing betwixt ye Towns Commons & Mens properties & S^d Hinkley to have ten Shillings for his True and faithful perform=

ance of ye Same.

1: 127 We John Gorham, Samel Hinkley, Samel Allyn, Daniel Parker & Ebenezer Lewes being Chosen a Committee at a Town Meeting 19 of February 1702 to hear ye pleas & Claims of Each proprie= tor of ye Common or Undivided Lands in ye Sd Town of Barnstable & to State ye proprie= ty thereof After ye whole be Computed Into Shares which Computation is six Thousand Shares We having heard ye Several Claims of ye whole have Made and Drawn a List or Sched= ule of our settlement & Resolve wherein is Each persons Name with yr Respective Shares & pro= prtion Annexed thereto according to ye Town Vote and Committed to Record which Record is a final settlement of Sd propriety Saving Lib= erty for any Grieved persons to try his title at ye Common Law.

Left Col: Gorham	62	Henry Cob	38
James Gorham	74 3/4	Caleb Williamson	35
James Gorham Junr	12 1/2	Jonathan Lewes	12 1/2
Shobal Gorham	43 1/2	George Lewes Sen.	40 1/2
Jabez Fuller	17 1/2	Jabez Lumbart	36
The Tenement Jabez		John Dimock	46
Fuller posses	14 1/2	John Scudder	44
Josiah Davis	43 1/2	Shobal Dimock	45 1/4
Joseph Davis	40 1/4	Samel Lewes	38
Bernard Lumbart	33 1/2	James Cob	33 1/2
Jedediah Lumbart Sen	40 1/2	Gershom Cob	23 3/4
Thomas Lumbart Jur	19 3/4	Jeremy Bacon	59 3/4
Joseph Dimock	15 3/4	James Coleman	34 1/2
Robert Claghorn	34 3/4	John Cob	13 3/4
Thomas Lumbart Senr	35 3/4	John Bacon	50 1/2
Israel Hamlin	28 1/2	Nathel Bacon	37 1/2
Samel Norman	30 1/2	Left Lewes	48 3/4
Samel Cob	40 1/4	James Lewes Jur	34 1/2
Ebenezer Hamlin	12 1/2	George Lewes Jur	12 1/2

Joseph Lewes	12 1/2	Barnabas Lothrop	37 3/4
Ebenezer Lewes	48 1/4	Esqr Lothrop	55
Benjamin Davis Senr	39 1/4	James Whippo	36
Samel Davis	43 1/2	John Lothrop	38
Jabez Davis	35 1/4	Samel Annable	48 3/4
John Lewes	36	Lieut: Allyn	44
Thomas Lewes	40 1/2	Samel Allyn jur.	13 1/2
Shobal Lewes	12 1/2	David Loring	12 1/2
Benjamin Lewes	29 1/4	Thomas Allyns Heirs	27
John Phinny jur.	36	Thomas Hinkley Sen.	40
Ebenezer Phinny	15 1/4	John Hinkley Jur.	36 1/2
Doller Davis	35 1/4	Benjamin Lumbart sen	40 3/4
Joshua Lumbart	46	Ebenezer Hinkley	16 1/4
Joseph Nichols	12 1/2	Benjamin Lumbart jur	12 1/2
Samel Serjeant	36 1/2	Thomas Huckens	72
James Pain	42	Richard Childs	38 1/2
Joseph Lothrop	41	Thomas Crocker Jur	21 1/4
Thomas Lothrop	12 1/2	Deacon Job Crocker	50
Hope Lothrop	42 1/4	Thomas Phinny	13 3/4
Melatiah Lothrop	41	Edward Coleman	38
128 Edward Lewes Heirs	25	Joseph Jenkins	45 1/4
Joseph Berse	48 1/4	Samel Hinkley Jur.	29 1/2
Benjamin Berse	12 1/2	Thomas Blossom	38
John Phinny Sen.	34 1/4	Samel Parker	49 3/4
Bartholomew Hamlin	37	Joseph Crocker jur	48 3/4
John Jenkins	47	Jonathan Crocker	39 1/2
John Linnel	32 1/2	John Bursley Jur.	12 1/2
Nathan Lewes	12 1/2	William Crocker	12 1/2
Samel Bacon	21 3/4	John Baker	12 1/2
Joseph Davis Heirs	22 3/4	Joseph Smith	43 1/4
Samel Sturges ye	9 1/2	Barnabas Fuller	40 3/4
Tenement & Estate		Eleazer Crocker	52 1/2
Real Samel Sturges poses	18	Matthew Fuller	43 1/4
John Caslys Heirs	17 1/4	Lieut. Thos Fuller	50 3/4
Joseph Hamlin	2 3/4	Joseph Fuller	39
Mr Jonathan Russel	48	Benjamin Fuller	39
Samel Phinny	12 1/2	John Bursley Senr	59
John Annable	46	John Issum	20 3/4
Edward Tayler	36	Jedia Jones	45

Matthew Jones	48	John Crocker jur	37
Eleazer Hamlin	46	Sam ^{el} Lothrop	32 1/2
Isaac Hamlin	47 1/2	Nath ^{el} Goodspeed	15 1/4
James Hamlin	69	John Jones	31
Jonathan Hamlin	12 1/2	Josiah & Eben. Crocker	32 3/4
John Hamlin	71 3/4	Thomas Crocker Sen ^r	46
Ralph Jones	12 1/2	John Goodspeed Jur.	18
Joseph Crocker Sen ^r	80	Stephen Dexter	48
John Crocker Sen ^r	67	Joseph Bodfish Sen ^r	42
Ebenezer Goodspeed	50 3/4	Ephriam Jones	35
John Goodspeed Sen ^r	51 1/2	Joseph Blossom	44 1/4
Benjamin Goodspeed	12 1/2	Peter Blossom	12 1/2
Sam ^{el} Jones	16	Thomas Ewer	43
Sam ^{el} Crocker	40 1/4	Shobal Howland	12 1/2
Nath ^{el} Crocker	16	John Howland	12 1/2
Thomas Jenkins	43 1/4	Sam ^{el} Hamlin	36 1/2
James Lovel	40	Joseph Bodfish jur.	12 1/2
Isaac Howland	31	Thomas Massey	1 1/2
Shobal Claghorn	15 1/4	The tenement in	
Isaac Tayler	16 1/4	his possession	14 1/2
Joseph Blish Sen	48 3/4	William Lovel	26 3/4
Joseph Blish Jur	13 1/2	John Passavil	19
Sam ^{el} Baker	48 1/2	John Davis	19
Benjamin Hinkley	38	Andrew Lovel	25 1/2
Sam ^{el} Hinkley Sen ^r	44	John Lovel Jur	22 3/4
Ens John Hinkley	54 1/2	Cap Dimocks Heirs	36
Jonathan Hinkley	12 1/2	Halletts Farm	11
Capt Otis	60 3/4	Thomas Hinkley Jur.	22 3/4
Sam ^{el} Chipman	52 3/4	John Fullers Heirs	41 3/4
Daniel Parker	60	Jabez Blossom	2 1/2
Isaac Hinkley	13 1/2	Seth & Benj Crocker	7 3/4
Joseph Hinkley	40	Ichabod Hinkley	13 1/4
Left Howland	51 1/2	Eleazer Cobb	12 1/2

There is fifty Shares Belonging to personal
Rights Yet Undisposed of

Wheras It is Doubtful to us that Some houses that
we have Entered for tenements are on ye Commons

& So are Excluded by ye Town Act from taking
as Such We do therfore Determine Notwithstanding
Sd Entry that where they Shall So appear on ye
bounding Mens Lands they Shall be Excluded accord=
ing to Sd act this 5 of March 1702-3

John Gorham, Same^l Allyn, Same^l Hinkley
Daniel Parker, Ebenezer Lewes

This above Written is truly Recorded as it was
given in by ye Committee for yt End

As Attest Same^l Allyn
ye 8 March 1702-3 Town Clerk.

1: 129

29 of April 1706 at a Town Meeting
Col. Gorham & Cap Otis & Serjeant Ebenezer Lewes
Chosen Agents to Run or Settle ye Bounds betwixt
our Town and ye Town of Yarmoth giving them
full power to act & Manage that affair.

6 of May 1706 at a Town Meeting
Voted and agreed yt ye Agents Chosen 29 of April
1706 are fully Impowered & Authorized to Compound
with Yarmoth Agents for ye Running & Settling ye
Line betwixt us and them if it may be or to submit
ye Matter of Difference to be Arbitrated & Determined
by Such persons as both partys Shall Chose and
agree to & what Sd Agents Shall agree to & do Concern=
ing ye premises Shall be binding to ye Town.

14 of August 1707
Voted that Mr John Bacon & Lieut Lothrop are Chos=
en and Impowered to treat with ye Indians about
Oyster Island about ye purchase thereof for ye Town
and Make Report of yr Doings theirin that ye Town
proprietors May farther Consider About a full Issue
therof.

At a Town Meeting ye 18 of March 1709
There was Liberty granted by ye Town to Several
Indians who Desired it of ym to plant or Sow & to

Dwell Upon ye Island Called Oyster Island which
 ye Town then gave them Liberty So to do Namely
 Paul Umphry & his Son James Richard & Isaac
 Wampom & Joseph Peter & his Son
 To which grant & Liberty given from ye Town Mr.
 Daniel Parker then Declared his Dissent.

4 of May 1709 at a Town Meeting orderly Warned
 & Met Coll Gorham Chosen Moderator.
 then Voted that ye Town gives full Liberty for
 ye proprietors of ye Meddow at Sandy Neck or
 any parcel of them to Erect and set up a fence
 at ye most Convenient place at ye West End or
 Entry of Sd Neck Across from ye Meddow over to
 ye Sea & Continue ye Same Winter & Summer sev=
 en years & Untill it be Otherwise Ordered for ye
 preventing horse kind or Neat Cattle to go Within
 Sd fence to feed ye Meddow & Beech Within ye
 Same at any time of ye Year Nor tread ye beech
 which hitherto hath proved very Detrimental as by
 Experience hath been found & that all horse kind
 and Cattle found on Sd Neck within Sd fence
 Shall be Accounted Trespassers & dealt with as
 Such. This order was approbated by ye Court
 ye 19 of May 1709.
 & it is further ordered that ye Agents Appoint=
 ed by ye Town to hire out ye Lands Laid out
 for ye School or Schools In Sd Town and Also ye
 Lands Laid out to ye Ministry for three years
 They Shall have Liberty to hire out Sd Lands for
 ye Term of Ten Years for ye Towns Use.

1: 130

At a Town Meeting 13 of August 1663
 Mr. Thomas Walley was voted to be Accepted as
 a Townsman here amongst us.
 Also it is granted to ye Sd Mr Walley about six
 acres of Ground where it May be found In ye
 Commons In Some Convenient place between
 John Caslys & Brother Bournes Hill

also It is granted to ye Sd Mr Walley to have About four acres of Marsh Meddow In Some Convenient place where It may be found in ye Commons.

The bounds of ye Marsh of John Annable & Richard Childs as It was given in by them both being present Sd Marsh being ye seventy first Lot which was In partnership betwixt them It being now Divided by them to Mutual Satisfaction and agreement on both parts & ye bounds Settled as followeth Sd John Annable having ye whole Breadth of Sd Lott of Meddow on ye Southerd End as it is bounded by Stakes from ye Northern End & ye Northern End belongs to Sd Richard Childs as it is bounded by Sd Stakes.

This is Truly Recorded as it was given in by them the 13 Day of April 1700.

as Attest Samel Allyn Town Clerk

We Whose Names are Under Written that is to Say John Davis senr John Davis Jur & Jabez Davis having ye 65 Lott of Marsh fallen to us by Choice and Laid out to us as Appears Up= on Record by ye Men Appointed to that ser= vice to Lay out ye Common Marsh, have Made an Exchange thereof with Samel Davis Son to Above Sd John Davis Senr for ye 78th Lott of Marsh which Sd Lott fell by Choice to Isaac Chapman & Samel Davis & is now In ye possession & proper Right & Interest of Sd Samel Davis as May appear Upon Record with ye butts and bounds as is Expressed as it May Appear Upon Record Also & We Do fully freely and Absolutely Make an Exchange of ye Sd Lotts Above Mentioned Each to Other for Ever as Witness our hands this 28 January 1700/1. John Davis Senr John Davis Jur

Jabez Davis, Samuel Davis.

This Above Written is truly Recorded to ye Mutual Satisfaction of ye parties who have hereunto Set yr hands. As Attest Samel Allyn Town Clerk.

1: 131 At a Town Meeting orderly warned for ye 9th of April 1712 Then was Chosen for that Day Colon. John Gorham.

Then Voted (It being proposed that It is our Duty to have two Meeting houses & two Ministers by Divers amongst us) that the Meeting be adjourned to this Day three weeks In order to Consider of S^d proposals, & that there be Some of ye Neighbour Ministers and others Desire to be present at S^d Meeting & that ye Matter be then fairly Debated & heard & hear their advice thereon & that ye Matter be Determined by ye vote of ye Town at ye Same time all ye ordained Ministers In ye County that may be obtained to be present at S^d Meeting & the Deacons or any two of them to Send to them word for y^t End & Ensign Parker John Lewes & John Jenkins to Draw up Something In answer to Colonel Otis his proposals.

At ye adjournment Above Mentioned ye Last of April 1712 Col: John Gorham was Chosen moderator for that Day.

At s^d Meeting being held by adjournment to ye first of May when we had ye advice of ye Reverend Elders then present with us then pursuant to S^d advice did vote a Concurrence with ye Church In ye Choice of Mr Jonathan Russel to be their Pastor & make Choice of him to be ye Minister of ye Town & do also vote to give him 80 pounds to be annually paid to S^d Mr. Russel If he Shall Continue here In ye work & to take S^d work on him and as long as he shall Continue here in that work S^d

Money to be paid In province Bills or other Moneys as It Shall pass Currant with ye Merchant at ye Respective times of payment Always provided that S^d Mr Russel do accept of ye S^d yearly payments for his Sallery In ful: This to be made Known to Mr Russel by ye persons undernamed Viz Mr Daniel Parker serjeant John Baker Lieut: Lewes Lieut Lothrop & John Lewes.

This Voted by ye Town.

At a Town Meeting ye 19 of August 1712 Then was Chosen for that Day Deacon Job Crocker. Moderator.

Then Voted by ye Town that Mr Jonathan Russel have a Suitable settlement Granted him which If he accept of he Shall forthwith be ordained as a Minister to ye Church and Town but always provided that ye Settling and Ordaining of him Shall be no Obstruction to ye Church and Town Either to ye Calling of another Minister to assist in this house or to become two Societys when we Can Unanemously agree to Either of them.

further Agreed and Voted that for as much as ye Town is not at present In a Capacity to provide a Real Settlement for ye Ministers Accommodation & Use that instead thereof the Town do give to and allow to Mr Jonathan Russel two hundred pounds to be paid after ye Rate of twenty pounds per year Annually In Case he Continue In ye work of ye Ministry among us so Long.

if not so Long as he shall So Continue to be paid twenty pounds per year the money to be paid at Such Value as it Usually passes or in province Bills.

1: 132 At a Town Meeting January 27 1712.13 Coll:

Otis Chosen Moderator for that Day:

Then Voted that there be a Committee of twelve Men Chosen to Consider what is ye present Duty of the Town In Respect of two Meeting Houses or Societys & to Consider what ye Cost of Building & Settling of two Ministers May probably be & if It be thought Convenient to have two, to Consider Where they Shall Stand, & How Money Shall be Raised & ye Growing Charge Defreyed & Make Report to ye Town The Men Chosen for S^d Service are as under Written.

Coll. Otis	John Lewes
Coll. Gorham	Ensign John Thacher
John Jenkins	Mr. Sam ^l Hinkley
Mr. John Bacon	James Coleman
	Deacon Chipman
	Ebenezer Goodspeed
	John Baker
	John Phinny Jur.

Voted Mr. Daniel Parker Added.

At a Town Meeting July 29 1713

Voted that Mr. John Bacon Lieut Joseph Lothrop & Lieut: Ebenezer Lewes be a Com=
mittee & Have power to Bargain with Thomas Crocker Jur for Such a piece of his Land as they Shall think Necessary to Enlarge ye burying place & take Care to get ye Same fenced in with ye whole burying place in Such Convenient time as they Shall think fitt

At a Town Meeting ye 26 of May 1686

Ordered by ye Town that all ye House Lotts from ye House Lot of Thomas Ewer where John Issum Now Lives to ye House Lot of Mr. Jonathan Russel that there Shall be one Square Line Run at ye foot of S^d Lotts by ye Marsh

Clear of Sd Marsh & from thence to Run four
Score Rods Into ye Woods.

22 of March 1676

Granted to John Phinny Senr about 3 Quarters of
an acre of Ground adjoining at ye Easter Side
of ye Lands which was Nicholas Davis at South
Sea.

ye 15 of September 1647

It is agreed Upon by ye Consent of this Town
That Henry Bourn Shall have three Acres of
Land In ye Calves pasture next Adjoyning
to Mr Tilley's Lott.

ye 7th of January - - by ye Town It is
Granted that Tristram Hull Shall have two
Acres of Up Land In ye Calves pasture next
adjoyning to ye Great Creek It is also
Granted that he Shall have four Acres of
Marsh Upon Sandy Neck.

It is also Granted that Samuel Mayo Shall
have Liberty to build a fish House Upon ye
point below his house.

It is also Granted that Isaac Robinson Shall
Have all ye Marsh that Lyeth at ye End of
his Lot Westerly to ye Bluff.

1: 133 The 28th of February 1647

We who are Chosen by ye Town for ordering ye Towns
Affairs have Agreed: Imprimis that a general fence
Shall be Sufficiently Made from ye pond by Thomas
Hinkleys All along to Stony Cove as we Shall ap=
point.

Also that all that have head fences they are to
Maintain them this Year & to have Allowanse for
them ye Next Year that is to Say that Lye in
this Range

Furthermore that all Vacant places Unfenced in this Range Shall be Closed thus That All Lanes Shall be Shut up at ye Up=per Ends and have Good Sufficient Gates to them as also the fence to Go from ye Corner of John Bursleys Lott, Strait to ye Corner of Thomas Lothrop's Lott & then from Henry Rowleys along by ye Marsh Side to Henry Cobbs; and from thence to Nath^{el} Bacons; & from thence to Thomas Dimocks fence & then from ye Corner of William Chases fence along to Stony Cove where It Shall be thought Most fit by us.

It is also Agreed that all Men that have Land within this Compass Shall Make two Rodd of fence per acre and all ye old fences in this Range are to be Repaired and ye Lanes to be Stopped by ye 25th of March next and all ye Rest of ye fences to be Made Sufficiently By Middle of April next.

As also that Mr Allyn is to Begin with his fence Next to Stony Cove & So Every Man In order as his Land Lyeth.

Also its Ordered that None Shall keep any Cattle within this fence Unless it be In a sufficient Enclosure or In ye Custody of a Sufficient keeper.

& that Hoggs Shall be kept from going down to ye Sea Side Nor Let in to this fence Unless they are kept in a Sufficient yard.

for ye Expedition of ye sd General fence It is farther ordered as afores^d that Mr Allyn shall begin to Make his Share of fence at Stony Cove & So Every Man In order as his Land Lyeth.

The Number of their Rodds of fence Accord=
ing to ye proportion of their Land after 2
Rod per acre is as followeth Viz -

Mr Allyn	50 Rod of fence	
Mr Hollit	16	
Gdd Wells	18	These being to Make up all that fence between Stony Cove & Gdd Chases his fence.
Gdd Hamlin	08	
Mr Mayo	14	
Thos ^s Huckens	02	
Gdd Goodspeed	04	
Mr Coggin	08	
Gdd Howes	08	These that are here under Written are to Make up that fence from Mr Dimocks to gdd Rowleys Viz -
Nepoyeton	60	
Cacomious	<u>20</u>	
	208	

Mr Linnet	12 Rod	Gdd Cob	20
Gdd Lumbart se.	16 Rod	gdd fitts Randle	12
Gdd Scudder	4	Gdd Lewes	26
gdd goodspeed	8	Gdd Wells	11
gdd Lothrop	6	and Gdd Lumbart Sen	28 Rod
Joseph Lothrop	16	Mr. Linnet	20
Mr Lothrop	42	& W ^m Casley	16
Gdd Sherly	10		
Gdd Foxwell	17	& for to Shut up from ye Corner of Mr. Bursleys fence to ye Corner of Thos ^s Lothrops Mr Bursley to Make ye Gate at ye head of ye Lane which goes to Rendevouz Creek.	
Gdd Bacon	21		
Gdd Goodspeed	04		
Gdd Davis Marsh	16		

the overplus whereof Shall Go toward Mr
Mayo his Lane & Mr Allyn to make 15 Rod
More toward ye Sd Lane of Mr. Mayo.

for ye well and Due Observance of ye fores^d
Order Concerning ye General fence it is therfore

Ordered by ye Said Townsmen that these four Men Shall be Heywards for ye S^d fences to See it Done Sufficiently & Maintained Likewise Viz - Mr Allyn Gdd Sherly John Smith & Nathaniel Bacon which In Case any Mans fence be not Sufficiently done according to ye Afores^d Order, It Shall be Lawful for these Heywards or any one of them to procure it done & the owners thereof whom it doth Concern to make up Shall pay unto them that So Make it twice So much as it is ordinarily worth because of their own Default therein.

Also In Case any Mans fence Shall be Defective in any part or parts thereof, and after Warning given by ye Heywards or any other Neighbour it be not Speedily Repaired It Shall be Lawful for ye S^d Heywards to repair such Defective parts of fence & ye owners thereof Shall pay unto them twice So much as it is ordinarily worth for Such their Labour about it.

Also In Case Any Cattle Shall Trespass any Man within this fence Through their Straying from their keepers by Reason of the Carelessness or inability of Such their keeper or by Reason of Insufficient particuler Inclosure Within this fence that then it Shall be Lawful for ye Heywards or any other Man to Em pound them & ye owners of such Cattle Shall pay unto them 2^s for Every Such Default besides ye Damage.

The 29 Febr^y (47)

It is also ordered by ye S^d Townsmen that all Hoggs kept Neer ye Town Shall be Yoaked &c.

ye 14 of January 1648
 for ye More orderly and Regular Compleating
 ye afore sd General fence Committed to Certain
 Towns Men Nominated In order bearing Date ye
 17th of February 1647 they Have therfore by Virtue
 of ye Sd power then Committed to them Ordered
 a Due proportion of fence for Each man to Make
 According to ye Number of acres which he Shall
 posess therin after two Rods and a Quarter per
 acre Viz.

Rods of fence		
Mr Allyn	86	adjoyning to ye Mill
and	35	Upon Gdd Chases old fence
and	68	against ye End of his own Homelotts
Gdd Wells	18	between ye Mill & ye Indians
and	5	Upon Gdd Chases his aforesd
and	11	at Home.
Gdd Hamblyn	8	between ye Mill & ye Indians
and	18	Upon Gdd Chases Aforesd
Mr Mayo	22	between ye Mill & ye Indians
and	10	Upon Gdd Bacons old fence
&	28	At ye End of his own Homelott
Thos Huckens	2	between ye Mill & ye Indians
&	1 1/2	Upon Gdd Bacons old fence
Gdd Goodspeed	4	between ye Mill & ye Indians
&	5 1/2	Upon Gdd Chases fence
&	12	between Mr. Dimocks & Gdd Bacons
Gdd Howes	9	between ye Mill & ye Indians
Nepoyetum	60	In ye place Appoynted

Rods of fence		
Samel Hinkley	14	Upon gdd Chaces
&	34	adjoyning to Calves pasture
Thos Hinkley	30	between gdd Bourn & him
&	2	to Mr Dimock
Gdd Lumbart Senr	27	upon gdd Bacons fence
gdd Scuder	7 1/4	upon gdd Bacons
gdd Bacon	28	at his own Lott
gdd foxwel	17	at his house
and	2	to gdd Bacons
Mr Dimock	67 1/2	At his Lott
Joseph Lothrop	18	by Mr Dimocks

Thos Lothrop	10	by Mr Dimocks
and	35	by his own ground
Gdd Sherly	10	
and	1 1/4	to gdd Bacons
gdd Cob	40 1/2	at his house
Gdd fitts Randle	21	
gdd Lewes	80	
Thos Blossom	26	

Rods of fence

1: 135	Mr Lothrop	47	against Gdd Cob Great Lot	
	Gdd Hull	04	Rod by gdd Bacons	
	&	12 1/2	at his house	
	&	20	at Mr Dimocks	
	Mr Bursley	29 1/4		Mrs Coggin 2 1/2
	W ^m Casly	18		W ^m Crocker 7 3/4
	Sam ^l Mayo	22 1/2		Gdd Cooper 1 1/4
	Gdd Robinson	24 3/4		Gdd Davis 1 1/4 & also
	Gdd Berse	9 3/4		ye fence between Mr.
	Gdd Lumbart jur.	6		Lothrop & Roger Goodspeed.
		206 1/2		

It is also Ordered by ye S^d Townsmen that all ye Afores^d fence Shall be Sufficiently Made between this and ye 10th of March Next Ensuing and Likewise Shall be Maintained by Each man (according to his proportion) which shall from time to time posess any part or par=
cel of Ground Contained therin, which In Case any Man be Defective therin It shall be Lawful for ye Heywards for the time being to make Sufficient & Each Man Defective therin Shall pay unto ye Haywards twice as Much for their Labour as its ordinarily worth because of Such their Defect & In Case ye Defects be so great that ye Heywards Cannot Conveniently Amend them that then ye Heywards do warn all ye Interessors In this general fence which Shall assemble thereat & make up ye S^d Defects & Receive ye forfeit as afores^d

It is also further Ordered that ye Heywards Shall break up ye S^d General field when ye Corn is harvested in, before which Time of Breaking up it Shall not be Lawful for any Man to put any Cattle within ye S^d field Unless they are kept within a particular Suffi= cient Enclosure, or under ye Custody of a Sufficient keeper & that Onely Upon ye own Ground Under ye forfeit of two Shillings for Each Mans Default therin it being Lawful for ye Haywards or any Other Neighbour to Em= pound all Such Mens Cattle as Shall Transgress the S^d Order ye Heywards being to Receive the forfeit for y^r pains; & half ye foreit when any Other Man Shall Empound them & ye S^d Em= pounder ye other half beside ye payment of ye Damage.

It is also Ordered by S^d Townemen this 19 of of January (48) that if any One do Carelessly leave open any Inlet into this field Afores^d Shall forfeit 5 ^s and in Case any Shall Willingly throw open any Gate or parcel of fence (Shall forfeit 10^s) before ye field be broken.

It is farther Ordered by them Afores^d that George Lewes & Robert Sherly Shall be Heywards for this present year who Shall See that Every Man make his fence according to ye order afore s^d and to appoint ye places for Such to Make in which are not already appointed as also to See them kept in Sufficient Repair & Carefully to look through ye S^d field Especially at Such times wherin the Corn Lyeth Most Exposed to Damage by Cattle, to See all ye afores^d orders Respecting ye General fence Duly & Truly observed In Lieu or Room wherof they Shall have a penny per every acre within this General fence to be paid by ye pos= sessors thereof besides ye forfeitts

Vide page 24 ye 30 January 1649

1: 136 the 22 of December 1651

Wheras at a General Meeting of ye Several Inter=
essers In ye General field specified In an order
Dated ye 28th of Febr^y 1647 they ye S^d Interessers
have given full power to Mr John Groomes
Isaac Robinson Nathaniel Bacon Thomas
Huckens & Thomas Hinkley to Order all Such
things about ye S^d general field as may Con=
duce to ye General Good of ye Several Interessers
therin as Aforesd

It is therfore Ordered by them According to
ye power given them as aforesd as followeth Viz.

Imprimis that all ye fence Respecting the
S^d General field Shall be Sufficiently Made up
between this & ye 10th of March Next Ensuing
ye Date hereof by Every possessor of Such part
or parcells of Land Contained therin proportion=
ably to what he doth possess therin Under ye
forfeit of 3^d per Rod for Default thereof to be
gathered up by ye Heywards for ye Time being
to be Disposed of for Some general good by ye
Interessers In ye S^d field; & In Case It be not
Made up within four Days after ye S^d 10th of
March then that Some Men be Set a work to
Make up ye S^d Defective fences & to have Double
pay for Such their Labour to be paid by ye
Respective owners of Such Defective fences.

Also that all ye allowed Inletts & Lanes be
Shutt up with good Sufficient gates by ye 1st
March aforesd which are accordingly to be
Allowed S^d Inletts and Lanes Allowed Now
for Use which S^d Inletts or gates Shall be Made
and Maintained by those that are hereunto
appointed Deducting 6 Rod of their fence from
them who Under take to Make and Maintain
them Sufficiently Viz.

Tho^s Hinkley to Make and Maintain ye Calves pasture gate having In Lieu of it 6 Rod of fence taken of from him Viz ye two Rod Allotted to him at Mr Dimocks fence & four Rod of that Appointed to Samel Hinkley at Gdd Chaces fence Specified in an order Dated ye 14 of January 1648.

Tho^s Lumbard Sen^r that gate against Ren=devouz Creek having 6 Rod of fence In Lieu of it taken of from him at that End of his fence by Mr Dimocks Next ye Inlet there.

Doler Davis that Gate at ye Inlet to his own house 1 Rod & 1/4 of his fence at ye pound one=ly being taken of from him he being by an agreement to Maintain all his other fence In ye Same place where it is Now Appoint=ed to him.

Nathaniel Bacon the old Common field Gate Leaving 6 Rod of fence In Lieu of it beside ye pound.

Joshua Lumbart ye Gate at ye Inlet against his house In Lieu of his fence he was to Make at Gdd Cobbs only Thomas Huckens to find ye posts for ye S^d Gate.

Henry Cob ye Gate at ye Indians Land which together with four Rods 1/2 of fence Joshua Lumbard was to Make of his 40 Rod is in Lieu of ye fence to be Made for his Land which he hath of ye Indians.

1: 137 25 January 1652

Ordered and agreed by ye Joynt Consent of ye Several Interessers In ye Afores^d general field that all fences be Made up Sufficiently

between this and the first of March Next Ensuing ye Date hereof by ye Several Owners thereof & in Case any Mans fence be not made up Suffi-
ciently by ye S^d Time It Shall be Lawful for any Man to Make it up and ye Owner of Such Defective fences Shall forfeit 5^s per Rod for Such their Defect & also that ye former Orders about Cattle & hoggs to Stand in force till it be otherwise Ordered.

20th of March 1653/4.

Ordered by ye Interessers In ye afores^d general field at a General Meeting that all fences be Made up Sufficiently according to former Order by ye Latter End of this present week after ye Date hereof & that ye penalty for Defects thereof be as in ye former Order as also Agreed that ye former orders Stand in force Respecting ye Good of ye S^d general field till farther Order be taken to ye Con-
trary.

This 22 Decem 1656

At a Meeting of ye Interessers in ye Afores^d General field taking into their Consideration ye great Damage Sustained for want of ye Due Observation of ye Orders Conducing to y^r Com-
mon Good Respecting ye S^d field have ther-
fore Ordered and Agreed that all fences Re-
specting ye S^d field Shall be Sufficiently Made up by ye first of March next Ensuing by ye owners of Such fences as was proportion-
ed by Henry Cob Nathaniel Bacon John Gorham & Thomas Huckens & George Lewes According to ye parcels of Land possessed by Any Man & ye Same fence Continually kept in Sufficient Repair from time to time by ye possessors of Such part or parcels of Land Ex-
cepting for ye Space of six weeks time after Indian harvest & During which time ye gates

and fences May be Open but Otherwise not under ye forfeit of 5 ^s per Rod for Such Defaults to Any Man who are by this presents are Impowered to Make it up after warning given and ye fences not Amended ye Same Day In Summer & ye first Oppertunity in Winter by ye Owners thereof & that no Cattle or Swine Shall be kept Within ye S^d field all ye Summer Except Under ye Custody of a Sufficient keeper or Sufficient Enclosure According to a former Order & to be kept from Corn in ye Winter Excepting ye s^d six Weeks Afores^d and that It Shall be Lawful for any Man to Empound Any Cattle or Swine that Trespass any Man in ye Breach of this order and ye Owners of them to pay 2^s to ye Empounder beside ye Damage

ye 22 of Decem^r (56)

Agreed by ye S^d Interessers In ye S^d General field for ye better performance of ye Order and Orders afores^d Respecting ye General good thereof have particularly Impowered John Phinny Thos^e Lothrop & George Lewes Jur. for to See to ye Due & True Execution Thereof for this present Year

Ordered by ye Town this 21 of May 1662 That Thos^e Hinkley Nathel^e Bacon Thos^e Huckens Joseph Lothrop & John Davis be Empowered to Make Such Orders Respecting ye general field as may be for ye preservation of ye Corn for this present year & for so long time as Untill ye Town Shall take Some other Course Therin & it was further Ordered as an addition hereunto that what Order or Orders ye forementioned five Men or any three of them Shall agree Upon Respecting ye S^d field Shall Stand In force till ye Town Make Some other provision therin.

1: 138 At a Meeting of ye above Mentioned five Men
 this 24 of May 1662 Ordered and Agreed that
 Every Interesser in ye S^d general field Shall from
 time to time Sufficiently Make & Maintain (Accord=
 ing to Town Order Respecting Sufficient fence is
 provided) whatsoever parcel or parcels of fence
 According to ye Land possessed from time to
 time by him or them as was proportioned by
 Henry Cob Nathel Bacon John Gorum
 George Lewes & Thos Huckens Excepting for
 ye Space of six weeks time Next after Indian
 Harvest Annually During which six weeks
 ye Gates or fences May be open without penalty
 but otherwise not under ye penalty of six
 pence per Every Defective Rod of fence Either
 in whole or part for Every Such Default by
 Every Owner thereof from Time to time if
 after warning given by ye Heywards for ye
 time being; or by any other Man it be not
 amended ye first Day After warning as afore=
 s^d In ye Summer & ye first opertunity In
 Winter by ye Respective owners thereof & so from
 time to time 5^d per Every Such Defective Rod ei=
 ther in whole or part thereof after a Days warn=
 ing and it be not amended as afores^d
 Also that it Shall be Lawful for ye Heywards
 or any other Man In Case Such Defects as
 Afores^d be not Amended within six Days
 after warning as afores^d to Make it up Suffi=
 cient & to Have 2^s-6^d per Rod for his Labour
 These forfeitures to be Levyed by Distress upon
 his or their goods who are ye owners of Such
 Defective fences in Case they Refuse to pay up=
 on Demand of ye Heywards for ye time being
 or any other Man that Makes up Such Defects
 or gives warning as afores^d.
 Also it is farther Ordered and Agreed that no
 Cattle of any sort be kept within ye S^d field in
 Summer Excepting ye S^d six weeks Save under ye

Custody of a Sufficient keeper or Enclosure & that only upon their own Ground or ye Commons & to be kept from trespassing any Mans Corn in ye Winter under ye penalty of Empounding by ye Heyward or any Other Man and ye forfeit of 2^s to Every Such Empounder beside ye payment of ye Damage by Every Such Transgressor & this Order Afores^d to Stand In force from this present Date from Time to time till ye town provide Otherwise therin.

Also that Defects In gates Shall be proportioned According to what proportion of fence is Allowed for them.

Also tis farther Ordered and Agreed that Such three Men as are Chosen and Serve as heywards to Look after ye S^d fences and gather up ye S^d forfeits for ye Use of ye Interessers Afores^d Shall have three pounds paid unto them by ye S^d Interessers for Such their Labour for a year.

Also That Thos^e Huckens John Davis & James Claghorn are Chosen Heywards for this present year following Also they Shall as they have opportunity See that Cattle that trespass be Empounded.

This 21 of March 1663/4 Ordered by ye five Men Above s^d that Nathel^e Bacon James Lewes & James Cob be Empowered as heywards to act as Above S^d for ye following year & to have three pound paid to them by ye Severall Interessers proportionable to their Improved Lands & Meddows within ye S^d field.

1: 139 this 5th of Febr^y 1668 at a Meeting of those five Men Impowered by ye Town according to an order bearing Date the 21 of May 1662 to Make Such orders Respecting ye general field as May be for ye preservation of Corn &c It is ordered as followeth

Viz - that Abraham Blush James Lewes & James Cob are Impowered to be heywards for ye Sd field till this time twelve month to See that ye Orders Respecting ye Sd field be observ= ed and ye penalties gathered and Give an ac= count of Such forfeitures & penalties unto ye Sd five Men, to be by ym Disposed of as they Shall See Cause for ye Comon Good of ye Interessers In ye Sd field.

It is also farther Ordered by them that Mr. Nathaniel Bacon Thos Huckens John Davis James Lewes & James Cob are impowered to take a View of ye proportion of Each Mans fence proportioned According to former order by Mr Nathaniel Bacon Henry Cob John Gorum George Lewes & Thos Hunckens and present ye Number of Rods proportioned with ye Land thereto belonging & ye bounds thereof to be Recorded in ye Town Book.

At a Meeting of ye above Sd five Men this 7th of February 1671

It is agreed & ordered by them for ye better preservation of ye Sd general field and ye Concernments thereof that ye general fence Shall henceforward be Lookt at to begin at ye Western End of ye pond between John Phinny Senr & Thomas Huckens Land down to ye Dock taking in that Lot of Land which was ye Land of Henry Bourn Now in ye pos= session of ye Sd Thos Huckens Into ye Sd gen= eral field ye Sd John Phinny to be taken of from that part of his fence which he made by ye pond between Thomas Hinkleys Lot & ye Aforesd Lot which was Henry Bourns ye Sd John Phinny Engaging to Secure ye Sd field from Damage which Might Come thereto thro that Side of ye pond Next his Land and ye

Creek So far as his Dock is Cut as ye Sd Thos Hinkley is to Secure ye Other Side of ye pond by his Orchard

also It is Agreed and the Sd Thos Huckens doth for his part Condesend and agree for him self his heirs and assigns to Make and Maintain ye One half of that fence took of from John Phinny Aforesd & ye other half of ye fence Aforesd ye Sd Thos Hinkley Engages for himself his heirs and assigns to Make and Maintain being from ye Bank Thos Huckens hath Made down to ye pond, and all ye Rest of ye fence which he Used to Do between his Lot and ye Sd Henry Bourns Now Thos Huckens his & ye Sd Thos Huckens to Make ye Rest of ye fence to ye Corner of ye Stone wall at ye End of ye Sd Thos Hinkleys Lott which ye Sd Henry Bourne hath been Used to Make and Maintain

Thos Hinkley.

Signed per Nos Thos Huckens.

19 Feb 71.

It is farther Ordered by ye Sd five Men that John Davis James Lewes & James Cob and Kenecompsit be Impowered to act as Heywards for ye Sd field according to forementioned orders as they Shall Judge Meet and to bring in ye Defects to Jedediah Lumbart who is Impowered as ye Companies Treasurer to Levy ye fines & give a true account thereof.

At a Meeting of ye Sd five Men Impowered by ye Town to act for ye Good of ye Sd General fence this 14 of April 1672 they have Impower=
ed John Davis James Lewes and James Cob to
1: 140 act as heywards x for this following year to
See ye Orders to be Observed & Executed Respect=
ing the Sd field and fences as are in that
Case provided According to their best Discre=

tion & they have Impowered John Lewes to act as Treasurer to gather in ye fines Due According to order in that Case provided & to give an account thereof to ye Sd five Men.

At a Meeting of ye Men Impowered by ye Town as above Sd together with ye Interessers of ye general field 16 of Janry 73 Abraham Blish Thos Lumbart & James Cob were Chosen Heywards for this following year.

Also It was Ordered by ye Sd Men with ye Consent of ye Interessers Aforesd yt ye Heywards Chosen for ye Sd field to look after ye fences & ye Execution of Such Orders as Concern ye Same & accordingly faithfully Serve therin Shall have Each of them twenty Shillings In Indian Corn paid unto them Upon their bringing in an Account of ye Respective fines Due with the time when warning was given to Such as for their Defects are fined & of ye places where Such Defects were found by them as Neer as May be In ye particulars unto ye Sd Men Impowered together with their Demand= ing of Sd fines Respectively from whom they are Due to be brought in to ye Men Im= powered as aforesd or to Some of them who Shall procure a warrant to Make Distress on ye Goods of Such Delinquints as Refuse to pay their Respective fines Due and Make payment to ye Haywards their Dues out of ye Same & In Case It amount Not to Sat= isfy them as Above Sd then ye Sd Men Im= powered to Make A Levy on all ye Interessers of ye Sd field as Neer as they Can propor= ionable to ye Lands possessed by them to Make up ye Remainder & Cause it to be gathered by Distress as Need Shall Require.

26 Feb 1679. Robart Davis David Linnel
& Henry Tayler Chosen Haywards for ye Sd Gener=
al field and Concerns thereof.

It is also Ordered That None Shall Turn in
any Cattle at Large Into ye Sd general field
Until ye 15th of October Annually Under ye pen=
alty of Impounding Such Cattle & payment as
In Other Orders before provided
And also that all fences Shall be kept up &
Gates kept shut Untill ye 5th of Novr Annually
& who soever Shall Throw open any Gate or
fence & leave it open Shall During that Time
Shall forfeit 5^s to ye Use of ye Sd Interessers
of ye Sd field and if any Man put in any
Yarmoth Cattle or Horses till after that 5th of
Novr Annually It Shall be Lawful for ye
Heywards or any Other to Impound them &
to have 5^s of Each Owner of Such Cattle or Horses

At a Meeting of ye proprietors of ye Lands
In ye Common field December 31 1685
It was Ordered that no Cattle or beasts of any
Sort Shall be baited within ye Common field
Excepting Working Beasts before ye 15 of Octor
Annually & that to be Upon ye Owners own
Land only & if any Does trangress herein
It Shall be Lawful for ye Haywards or any
1: 141 other person or persons x to Impound any
Cattle or beasts of any Sort Transgressing as
aforesd althoug Upon ye owners own Land Ex=
cepting working beasts as aforesd

January 26 1685.

At a Meeting of ye five Men appointed by
ye Town to order ye Concerns of ye Common
field with ye proprietors of Sd field It was
Voted by them to have all ye Lands within Sd
Common field exactly Measured & ye General

fence also that does belong thereto by Men under Oath & Each proprietor to Make his Just Due of fence according to proportion of his Lands within S^d fence as Shall be proportioned by S^d Men Under Oath & to be Done Some time this Next Summer & that Each proprietor for what Cattle he Shall Turn into ye Common field after Indian Harvest is in when ye Time is Come for ye opening of ye Gates of S^d field over and above his proportion according to his proportion of Land within S^d field shall pay for ye Same

Ordered That Thos^e Lothrop Bernard Lumbart John Gorham & Joseph Lorthrop or any three of them Shall be ye Men to Measure S^d Land and S^d fence & to proportion Each proprietors fence according to ye Quantity of Land he possesses in S^d field & to have a penny per acre for their pains that is to Say a penny for Every Acre Measured by them within S^d field

At a Meeting of ye proprietors of ye Lands In ye Common field Febr^y 3 1688 Jabez Lumbart & Nathaniel Bacon were Chosen and Appointed by S^d proprietors In ye Room & stead of ye above named Thomas Lothrop & Bernard Lumbart to Measure ye Land in S^d field as is above Expressed. and ye penny per acre for Measuring ye Land as above S^d to be paid by ye Owners of ye Land Measured by ye Men thereunto Appointed in Indian Corn at 2^s 6^d per bushel.

It was also Ordered that No proprietor of ye Lands within ye Common field or any Other person shall pull up take Down or Carry away Any of his own General fence belonging to S^d field or any of his Neighbours

Particular or general fence thereby to Do his Neighbour Damage Except it be when there is Necessity to Set up New In ye Room ye first Opportunity.

In ye year 1652 It is agreed Upon by ye Jury for the Highways Anthony Annable being ye foreman thereof that a High way two rods Broad go from ye point of Upland of Samuel Fullers Through ye Marsh of Thomas Dexters to ye Main Creek & So Cross ye Marshes as far as ye Marsh of Samuel Hinkleys.

Also It is Agreed by ye Sd Jury that a footway go from Lieutenant Fullers House Cross ye Creek where Mr. Dexters Bridge was & So Strait Along to Mr. Bursleys Bridge Leaving Mr. Dexters Orchard on ye right hand and Goodman Fitts randles House on ye Left hand

- 1: 142 This 10 of Octo^r 1656 Wheras a Controversy hath arisen between Mr. Thomas Dexter and Some of ye Neighbourhood about ye afore sd highway over ye Marsh of ye Sd Thos Dexter ye Court ordering and requesting Mr Thomas Prince and Capt James Cudworth to Endeavor ye Issuing Sd Controversy These are therfore to Declare that ye Sd Mr Thomas Prince and Capt James Cudworth have Issued ye Same with ye Consent of ye Sd Thomas Dexter and Some of ye Neighbourhood Interested therein
Viz that all that are Interested In any Marsh above ye aforesd Marsh that need ye privilege of ye Sd Way Shall pay unto ye Sd Thomas Dexter Six pence per Acre in Lieu & full recompence for ye Sd Marsh Wayed for Ever himself and Such others as Make Use thereof to Make and repair ye Sd way proportionable to ye Use Make of it ye Gates or Bars to be Shut after any

ones use thereof by them to prevent Damage

the Names of those that are Interested In
Marsh that needs ye priviledge of ye S^d Way
as followeth -

Sam^el Hinkley
William Crocker
Sam^el Fuller
Peter Blossom

Thos^e Hinkley
Robert Parker
John Chipman
Mr. Linnel.

It is also Ordered ye Day and Year Afores^d
by ye S^d Mr Thos^e Prince & Capt James Cudworth
yt ye Determination of Bernard Lumbart where
ye bounds of Mens Upland and Marsh is
Shall there be kept to ye Issuing of any Contro=
versy between Mr Thomas Dexter and any of ye
Neighbourhood on that Account.

also ye S^d Mr Thomas Prince and Capt
Cudworth do allow ye S^d foot way Laid out by
ye Jury over Some Land of ye S^d Thomas Dexters
himself being Likewise Contented therewith.

Finis.

The 1895, Mary R. Lovell transcription ends with page 1: 142 of the 1736 archival volume, and presents only what herein is designated as Part A of the Barnstable Town Record, Volume 1. Page 1: 143 is blank. The second segment of the 1736 volume, herein designated as Part B, begins with page 1: 144.

The following INDEX has been prepared for this 2003 edition and pertains exclusively to Part A of the Barnstable Town Record, Volume 1.

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